

Terms and Conditions for Tokens and Subscriptions Purchases for NFER Online Assessments

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Thank You for Your interest in NFER Online Assessments (“NOA”) as part of Your School’s/Trust’s (“Establishment’s”) assessment approach. These Terms and Conditions cover the supply of Tokens and Subscriptions to Customers of NFER Online Assessments and constitute a binding Agreement between NFER and Your Establishment, constituted under English Law.

You are required to read these Terms and Conditions prior to purchasing so You are aware of how NOA Tokens and Subscriptions can be purchased and employed, as well as Your legal rights as a Customer.

1 NOA Order Options – Tokens and Subscriptions

1.1 There are three options for ordering NFER Online Assessments (NOA) for Your Establishment. These are:

- Tokens
- One-year Subscriptions
- Three-year Subscriptions

1.2 For Tokens purchases, each NOA Token is equivalent to one reading or maths assessment per Learner, per year group and term. For example, one NOA maths token provides one Learner with access to the three Tests that comprise the maths Assessment: Arithmetic (Test 1) and Mathematical Reasoning (Tests 2 and 3). This Token can be used for any maths Assessment in years 3-6 and any available term (autumn, spring, and summer for years 3-5; autumn and spring for year 6).

1.3 Access to Your NOA One-Year Subscription will begin on the same day the order is placed (unless problems are encountered with the order placed) and will be valid for 365 days.

1.4 Access to Your NOA Three-Year Subscription will begin on the same day the order is placed (unless problems are encountered with the order placed) and will be valid for 1095 days.

1.5 NOA Subscriptions come in four packages based on the total Learner numbers of Your key stage 2 year groups. See the table below.

KS2 Roll size	Subscription Size
Up to 120	Small
Between 121-180	Medium
Between 181-240	Large
Between 241-360	Extra Large

1.6 For Establishments with more than 360 KS2 Learners on roll, please contact Our Schools Partnership Team, (schoolspartnerships@nfer.ac.uk) who can advise on bespoke packages.

1.7 For purchases via MAT Head Offices, please refer to the roll size table outlined in 1.5 above to determine the Subscription package required for the relevant trust schools within the MAT. You may also wish to contact Our Schools Partnership Team, (schoolspartnerships@nfer.ac.uk) who can offer further purchasing advice.

2 Pricing

2.1 Prices for NOA Tokens and Subscriptions are detailed on [Our website](#). At any time, We reserve the right to change prices without prior notice. Any price changes will be reflected on [Our website](#).

2.2 No discounts are eligible for any orders of NOA Tokens and Subscriptions, unless specifically stated in writing by NFER.

3 Purchasing

3.1 Payments can be made via debit card, credit card or by invoice.

All purchases need to be completed via the [NFER Resources Shop](#) and will require a Customer Account to be set up in order to process the payment and obtain the relevant

details for the initial NFER Reporting Tool account(s) to be created and delivered. A valid Establishment email address is required for the Customer Account and the Establishment Administrator e.g. a Gmail or Hotmail address will **not** be accepted as proof that the request is legitimate and genuine.

3.2 If paying by invoice, payments must be made within 30 days of the purchase of NOA Token(s)/Subscription(s) from the [NFER Resources Shop](#). We reserve the right to withhold access to NOA if payment has not been received within this timeframe.

3.3 Payment for Three-Year Subscriptions will be broken down over the duration of the Subscription. An annual invoice will be generated for each of the three years covered by Your Three-Year Subscription purchase. One-Year Subscriptions and Token purchases will be invoiced in full at the point of purchase.

4 Customers Residing Outside of the UK

All NFER NOA Products are available for use outside of the UK. If You encounter any technical issues regarding the Product, please contact Our [Helpdesk](#).

5 Validity of Tokens

5.1 Each NOA Token is valid for one-year (365 days) from the date of purchase which means it can be used at any point for any online Assessment during that period. When Tokens are allocated to an Assessment the allocation will draw down the number of Token(s) closest to the expiry date rather than, for example, the Tokens that have most recently been purchased.

5.2 Once a Token has expired i.e. past the 365 days of validity, it will not be possible for it to be reinstated for use on any NOA Assessment.

5.3 Tokens are non-transferable and can only be used by the Establishment Account that made the purchase. They cannot be transferred to other, external Establishment Accounts.

5.4 The minimum number of individual Tokens that Customers can purchase is one, with no maximum limit.

6 Validity of User Licences (Subscriptions)

6.1 User Licences will remain valid for the entire Subscription period but will cease to be valid after a Subscription period expires.

6.2 User Licences are only applicable to NOA for the purchased subject and year group.

7 Re-takes

7.1 In the event that an Assessment exercise is interrupted due to unforeseen circumstances, once the Test is paused it can be resumed again at a later date without the need for new Tokens to be used or purchased. Alternatively, Establishment Administrators/Teachers can select to reset one or more individual Tests to enable Learners to restart the Test(s) from the beginning.

7.2 Individual Tests can be reset at any stage whether they are completed or are currently in progress.

7.3 When resetting a Test, the Token or User Licence can only be used by the assigned individual Learner originally selected where the Assessment exercise has been interrupted due to unforeseen circumstances.

7.4 If an Assessment exercise is interrupted due to a technical error from NOA, please contact Our [NOA Helpdesk](#) so that We can attempt to fix the issue.

8 Launching Assessments – General

8.1 If You decide to run a NOA Assessment outside of a typical term time e.g. requiring Learners to undertake a NOA summer Year 3 Assessment at the start of Year 4 autumn term, You are advised to get in touch with us beforehand via Our [NOA Helpdesk](#) as this may impact reporting data.

8.2 We recommend running technical checks beforehand to ensure access to the NFER Reporting Tool, as well as running practice questions on the Tests themselves.

9 Refunds – Tokens

9.1 Purchasers of NOA Tokens can request a refund for the full amount of unused Tokens purchased if the request has been received in writing to [the Helpdesk](#) within 30 days of the purchase date and there is no record of these NOA Tokens being used to complete an Assessment within that timeframe.

9.2 Once We have received the refund request, the requested number of NOA Tokens to be refunded will expire on the Establishment's Account and will no longer be available to use.

10 Cancellations and Refunds – Subscriptions

10.1 Customers of any Subscription can request to cancel their Subscription within the first 30 days of purchase. They will be eligible for a refund for the full amount of their Subscription value provided that there is no record of a NOA Assessment being completed by one or more Learners within that timeframe.

10.2 Customers of Three-Year Subscriptions will have the option of activating a break under this clause after 365 days from the date of purchase i.e. the first year of Subscription access. They will have a 30-day window from the date of purchase in which to activate this clause and will need to do so in writing by sending an email to the [Helpdesk](#) requesting to activate their break clause. The clause will remain valid for the full 30 days provided that there is no record of a NOA Test being completed by six or more Learners within the 30-day window – the Learner amount is designed to cover any re-takes within this timeframe. If there is no record of this, then Customers are eligible to request a refund for the remaining amount (pro-rata) of the two years left on their Subscription.

11 Refunds – General

All refund requests need to be submitted via email to the [Helpdesk](#) and need to be requested from a valid Establishment email address e.g. a Gmail or Hotmail address will not be accepted as proof that the request is legitimate and genuine.

12 Licensing of NOA Content

12.1 We own all intellectual property rights for the NFER Reporting Tool and NOA.

12.2 Once an order for NOA Tokens or Subscription(s) has been placed and accepted, We will license access to the NFER Reporting Tool to Your Establishment and the ability to launch Assessments. Any other use of NOA content is strictly prohibited unless permission is granted by NFER. **You/Your Establishment may not copy, modify, publish, transfer, be involved in any transfer or sale of, reproduce, distribute or in any way exploit any of NOA's content, in whole or in part.**

13 Copyright and Our Rights to Prohibit Use of the NFER Reporting Tool and NOA Tests

13.1 All materials, technical design, content, images and information, know-how, methodologies, and other intellectual property used in providing access to NOA, including but not limited to the software design and content of the platform which includes the Assessments, administration instructions and guides are all copyright NFER and cannot be reproduced or used for any purpose other than that permitted and/or licensed by a single purchase of that Product or Service.

13.2 If there are any instances of the NOA Product being used for unpermitted, and/or commercial purposes including as outlined in 12.2 We reserve the right to withdraw access to the NFER Reporting Tool and to also take appropriate further action depending on the severity of the breach identified.

14 Our Rights to Adapt the NOA Product

14.1 We reserve the right to adapt the NOA Product to adhere to relevant laws and regulations.

14.2 We may be required to undertake technical improvements and updates to the NOA Product. Our intention is for these improvements and updates not to interfere with Customers' use of the Product. However, where that is unavoidable, We aim to inform all Customers ten working days or more before any planned downtime to undertake these improvements and updates. Customers will also receive a resolution e-mail to confirm the downtime period has finished and NOA is available for use again.

14.3 In the case of any unplanned maintenance i.e., in response to technical issues raised, We will inform all NOA Customers at the earliest opportunity and how their access to the NFER Reporting Tool and/or the Assessments may be affected. We will keep Customers updated on these matters until the issue is resolved.

15 Technical Support for NOA Customers

15.1 NOA is supported by Our in-house [Helpdesk](#); any queries or issues regarding Your use of the NOA Product can be raised via this page. The Helpdesk will contain the option to raise a ticket or telephone Our Helpline, as well as provide useful articles to support You throughout Your use of NOA.

15.2 In the case of any upgrades to the NFER Reporting Tool or the NOA Learner Portal, which would temporarily restrict access to Users (in full or partially), We will endeavour to ensure that these periods will take place during quieter usage times i.e. outside of school hours and term time. All Users will be informed of these upgrades via email at least ten working days prior to the upgrade work taking place.

15.3 For basic queries Our [Helpdesk](#) team will endeavour to provide an initial response within one-working day and no longer than three working days of the ticket being raised.

16 Establishment Administrator Access

16.1 When purchasing NOA via the Resources Shop, You will be prompted to provide a delivery contact who will be set-up as an Establishment Administrator of Your Establishment's NFER Reporting Tool Account. In the case of where a MAT Head Office orders on behalf of their Trust Establishments (Schools), You will be prompted to add a person for each of the Establishments You are purchasing NOA Products for. Please note, Establishment Administrators can change their access and other Users at any point after they have gained access, but it is advisable to consider who the most appropriate Establishment Administrator for Your Establishment should be initially.

16.2 There is no limit on the number of Establishment Administrator or Establishment Teachers that can be setup for an individual Establishment.

16.3 It will be the responsibility of existing Establishment Administrators to add/amend/delete Users to their NFER Reporting Tool. For more information on how to add/amend Users to the NFER Reporting Tool, please see [this helpdesk article](#).

17 Security

17.1 All appropriate technical and organisational measures are in place to protect data. NFER is ISO/IEC 27001 certified which demonstrates that We have the policies, practices, procedures, organisational structures, and system functions to maintain the confidentiality, integrity, and availability of information. We also hold Cyber Essentials Plus. Current Certificate numbers can be provided on request. Data uploaded to the NOA Establishment Portal is encrypted at rest and in transit using HTTPS/TLS. Data in NFER Products are securely stored within NFER and its hosting provider. We conduct an annual penetration test on Our IT systems to ensure that they are secure and protected from malicious attack. The technical and organisational security arrangements of any third parties who process Personal Data on NFER's behalf are assessed to ensure they are appropriate.

17.2 We operate Microsoft Windows Operating Systems and industry standard enterprise software such as databases and email, all managed to recognised industry standards with a full patching regime. All NFER laptops and mobile storage devices are encrypted and accessed with PIN-codes and strong passwords. Annual penetration tests are carried out by a CHECK-accredited supplier and remediation undertaken. We use a replicated disaster recovery service (RDRS) which allows the business to continue to operate in the event of failure. Any Personal Data which is shared with Us is transferred using Our secure portal and is encrypted in transit (HTTPS and TLS 1.2).

18 Warranties

The NFER Reporting Tool cannot be tested in every possible combination and operating environment. The software may not operate in an uninterrupted manner on operating systems or browsers that do not meet the minimum technical requirement of operating systems currently under vendor support (Windows, macOS, iPadOS, Android and ChromeOS) and the latest versions of Google Chrome, Microsoft Edge, and Safari web browsers.

19 Data Protection

NFER takes the privacy and security of Your Establishment's data very seriously. Our approach to data protection is set out in the data protection statement on [Our website](#). A Privacy Notice for the use of NFER Online Assessments (NOA) is available.

Your purchase and use of NOA Products is Your explicit authorisation to the use of Personal Data in accordance as set out in this clause and the Privacy Notice for the use of NFER Online Assessments. If at any time You wish to access, withdraw, restrict, or object to its processing, or correct errors in it, please see section 8 of the NOA Privacy Notice.

If You have a concern about the way Personal Data is processed as part of any of these Services, please see section 10 of the NOA Privacy Notice.

19.1 Data processing and the use of NOA

19.1.1 NFER acting as Data Processor

NOA allows Establishments who have purchased NOA products to use the NFER Reporting Tool for the purpose of analysing Assessment results and viewing reports. Where Establishments use NOA for this purpose they are the Data Controller and are responsible for data uploaded to the service. NFER is the Data Processor, following the instruction of the Establishment.

19.1.1.1 Account creation

NFER uses the name (forename and surname), role and email address of the member of staff to create and administer the Establishment Administrator and Teacher User Accounts. The Establishment is responsible for the creation of any additional User Accounts required, including the provision of relevant User Data. The Establishment can also suspend, delete, and modify User Accounts.

19.1.1.2 Establishment use of NOA and the NFER Reporting Tool

Any Personal Data uploaded to NOA is at the discretion of the Establishment.

The Establishment is responsible for adding Learner Data. "Learner Data" includes for each learner name, date of birth, class, and sex. Establishments can choose how much additional learner data (for example, free-school meal status, any special education provision and ethnicity which shall be considered as Learner Data) they upload alongside Assessment outcomes. Some of the reporting built into the tool will not provide meaningful reports when this data is excluded. Establishments must have the appropriate permissions in place before uploading any sensitive data to NOA in accordance with Data Protection Legislation.

In anticipation of continued use of this Service by the Establishment, data will be stored securely to allow progress measures to be shown. If an Establishment's Account is inactive for 24 months, it will be prompted to review any data uploaded to NOA. If the Establishment no longer intends to use NFER Reporting Tool and informs NFER, its Account will be deleted by NFER 90 days after this point in time.

Retention of Learner Personal Data extracted from the Tool for research purposes is covered in section 7 of the NOA Privacy Notice.

When an Establishment is the Data Controller and NFER the Data Processor, the following apply:

- NFER will only process Personal Data on an Establishment's instruction unless that use is subject to clause 19.1.2, or otherwise required by law to act without such instruction.
- All NFER's staff are subject to a duty of confidentiality (see section 20).
- NFER has taken appropriate measures to ensure the security of relevant Personal Data (see section 17).
- The Establishment provides NFER with a general authority to appoint sub-processors to process Personal Data on NFER's behalf. If NFER engage any new sub-processors, NFER will provide reasonable notice of the new sub-contractor prior to their appointment.
- All sub-processors have a written contract containing appropriate terms that are equivalent to the terms set out in this Agreement;
- No data is stored or transfer outside of the UK / EEA and no change will be made to this without Establishments being provided with reasonable notice and implementation of appropriate safeguards.
- NFER will provide the Establishment with reasonable assistance:
 - to respond to requests from Data Subjects to exercise their rights under applicable data protection legislation
 - to meet the Establishment's UK GDPR obligations in relation to the security of processing its Personal Data, the notification of Personal Data breaches and carrying out data protection impact assessments.
- Notify the Establishment without undue delay on becoming aware of a Personal Data breach.
- NFER will make available, on request, to Establishments using NOA, any information that is necessary to demonstrate Our compliance with the obligations in this Agreement. If an Establishment wants to conduct an audit or inspection, We are happy for this to happen provided (1) the Establishment gives NFER reasonable advance written notice, (2) such audit or inspection occurs on a normal business day during NFER's normal working hours and not more than once per 12 month period, and (3) any Establishment personnel or representatives participating are subject to an appropriate contractual duty of confidentiality. NFER will also inform You, when You are the Data Controller, of any instructions We receive in relation to NFER's processing of Your Personal Data, which do not comply with data protection legislation.

19.1.2 NFER acting as Data Controller

19.1.2.1 Sales and marketing of NOA

NFER is the Data Controller in relation to Personal Data exchanged in relation to the sales and marketing of NOA. Establishment contact details including contact names, email addresses and phone numbers provided by the Establishment will be held on an NFER

database and may be used to inform the Establishment about related NFER research projects, Products and Services for sales and marketing purposes. Further details are provided in the Privacy Notice for NFER Online Assessments.

19.1.2.2 NFER Research and Assessment Improvement Purposes

NFER is the Data Controller in relation to its processing of User Data and Learner Data extracted from NOA to allow NFER to undertake its own research and assessment improvement purposes as described in the NFER NOA Privacy Notice.

Any Learner or User Data which is Personal Data will not be shared for the purpose of school accountability or for commercial usage. It will never be sold.

If You wish to opt out of sharing Personal Data for NFER's research and assessment improvement purposes, You may opt out of future extractions by writing to NFER at: National Foundation for Educational Research, Research Operations, The Mere, Upton Park, Slough, Berkshire, SL1 2DQ.

If an individual, or the Establishment acting on their behalf, wishes to make a Data Subject Access Request, or to exercise an individual's rights under UK data protection legislation, see section 8 of the NOA Privacy Notice for information about how to exercise those rights.

20 Confidentiality

All NFER staff, both permanent and temporary, are required to agree to conditions of service that include requirements to maintain the confidentiality and security of all data. On joining, NFER staff are provided with Our Data Security Policy (available on request) and are directed towards the associated policies and procedures on the NFER intranet. All staff are required to sign and return a statement to HR confirming that they have read and will comply with them. They re-affirm this commitment annually following the update of the policy and they must also complete annual information security training.

21 Validity

By ordering NFER Online Assessments, You are deemed to be confirming Your acceptance of these Terms and Conditions.

22 Changes to Terms and Conditions and website

NFER reserves the right to make changes to their Terms and Conditions and their website.

On first accessing the NFER Reporting Tool You will be presented with and asked to accept NFER's Terms and Conditions in force at the time.

NFER may need to change these Terms and Conditions to reflect changes in the law or best practice or introduce or supplement them with specific terms that apply to how We provide Our Products and Services.

Should the Terms and Conditions change after You have started using the NFER Reporting Tool, the current version of the Terms and Conditions will be available on Our website. Details of any changes will also be flagged within the Tool itself. If You do not wish to accept those changes, You can contact NFER at products@nfer.ac.uk

If, for any reason, any element of these Terms and Conditions is deemed invalid, void, or unenforceable, the validity and enforceability of any remaining condition shall not be affected.

23 Force majeure

Where there is a delay or failure to deliver Products s or Services, or where damage or defect has occurred to Products that is due to circumstances beyond Our reasonable control, NFER shall not be liable. This condition does not affect Your statutory rights.

24 Law

This Agreement is governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts, notwithstanding the jurisdiction of where You are based.

25 Limitation of Liability

Nothing in these Terms and Conditions affects any rights You may have under applicable consumer protection laws, including Your right to a refund where required by the Consumer Contracts Regulations.

If You cancel Your Agreement/contract with Us, or if We fail to deliver the Products or Services within 30 days (or any other timescale We have agreed with You), Our liability for that failure will be limited to the amount paid for the relevant Products or Services.

Subject to the remainder of this clause, NFER's total liability to the Establishment, whether arising in contract, negligence or otherwise, shall not exceed the fees paid by the Establishment under this Agreement during the 12 months immediately before the event giving rise to the claim.

NFER will not be liable for any indirect or consequential losses, or for any loss of profit, revenue, business, goodwill, reputation or data.

To the extent permitted by law, all warranties, conditions and other terms implied by law in relation to the quality, satisfactory quality or fitness for purpose of the Products and Services are excluded.

The Establishment must not infringe any copyright, intellectual property rights or other legal rights belonging to NFER or any third party. The Establishment will indemnify NFER against all losses, liabilities, costs and expenses (including legal costs) incurred by NFER arising from any breach of this obligation. This indemnity is not subject to any limitation or exclusion of liability.

Nothing in this Agreement excludes or limits either party's liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any liability that cannot legally be excluded or limited.

This clause will continue to apply after the Agreement has ended.

26 Definitions

The following definitions apply to the Products and Services referred to in this document:

“Agreement”: means these Terms and Conditions and your acceptance of them by purchasing and using the NFER Products and Services.

“Assessment”: this refers to the complete set of NOA “Tests” within a particular subject, for example, a maths Assessment will comprise of three “Tests”.

“Customer” the Establishment or Multi Academy Trust (MAT).

“Customer/Establishment Account”: the School or Multi Academy Trust (MAT) account required to make a purchase of a NOA Product(s) on the NFER Resources Shop.

“Data Protection Legislation”: refers the UK General Data Protection Regulation (UK GDPR), the UK Data Protection Act 2018 (UK DPA), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any amending or replacement legislation from time to time to the extent that it relates to processing of Personal Data and privacy and all applicable law about the processing of Personal Data and privacy. All references to elements of this legislation including but not limited to Personal Data, Data Processor, Data Controller, Data Subject, Data Subject Access Request, Privacy Notice shall all have meanings as defined in UK GDPR.

“Establishment”: this refers to either the Establishment or MAT to which the NOA account will belong.

“Establishment Administrator”: a “User” with full access and permissions to the NFER Reporting Tool who can add, edit, and delete Establishment Administrators/ Teachers and Learners from within their Establishment Account. They can also allocate Learners to Assessments, print passcodes, launch Assessments and view the NFER Reporting Tool.

“Establishment Teacher”: a User with access to the NFER Reporting Tool who can allocate Learners to Assessments, print passcodes, launch Assessments, and view the NFER Reporting Tool. They will not be able to add/amend/delete Establishment Administrators or Teachers or Learners.

“Learners”: this term refers to the Establishment’s pupils who will be undertaking (or currently are/have already undertaken) one or more Assessments.

“Learner Data”: see clause 19.1.1.2

“NFER Reporting Tool”: the online platform where Establishment Administrators and Teachers can administer all purchased NOA Products, including adding new and amending existing Users (in the case of Establishment Administrators), uploading class lists, launching Assessments, and viewing Assessment data and reports.

“NOA Learner Portal”: the online platform where Learners undertake the NOA tests.

“Products” and “Services”: collectively refers to “Resources” available to Establishments and/or MATS to purchase ordered via the NFER Resources Shop.

“Subscription”: an option for Customers who want to subscribe to One- or Three-Year Subscriptions giving access to NFER Online Assessments. Each Subscription will cover the chosen subject and the three terms within the academic year: autumn, spring, and summer.

“Token”: a credit equivalent to the value of one Assessment per Learner.

“Test”: an individual Test being a component of an Assessment e.g., maths, Mathematical Reasoning – Paper 2.

“User Licence”: a credit equivalent to one Assessment per Learner for Subscriptions Customers.

“We,” “Us,” “Our”, “NFER”: refers to The National Foundation for Educational Research (NFER) in England and Wales. Head office and registered address: The Mere, Upton Park, Slough, Berkshire, SL1 2DQ. Registered charity number 313392. Registered number 900899 (England and Wales). A company limited by guarantee.

“You” or “Your”: refers to the individual authorised to act and acting on behalf of their Establishment visiting Our website/NFER Resources Shop to buy Products from Us.