

## **Terms and Conditions for Delivery Partner use of a Power BI license**

Below are the Terms and Conditions for Delivery Partners<sup>1</sup> using the Education Training Foundation's (ETF) dedicated Power BI license to access reporting on.

One ETF Power BI license is issued to every relevant member of staff with the Delivery Partner organisation.

The cost of the Power BI license will be covered by ETF.

### **1. Purpose of Use:**

The Power BI license provided by the Education Training Foundation must be used exclusively for business-related activities, including data analysis, reporting, and visualisation for organisational purposes. The insights or data must not be used by your organisation for any other purpose beyond the scope of your relationship with the ETF.

The Power BI dashboard will provide an overview of the data from the ETF's LMS to support programme delivery and marketing requirements. It will cover various aspects such as volume reports, conversions, and detailed delegate reports covering any accessibility or dietary requirements flagged.

Personal use of the license is strictly prohibited.

### **2. Term**

The Power BI license provided will be valid for the duration of each programme being delivered by the Delivery Partner (including and contract extension periods).

Access to the Power BI license will expire on completion of the contract for that programme.

### **3. Account Access and Security:**

Account credentials (username and password) must be kept confidential and must not be shared with unauthorised individuals.

Any suspected breach of security must be reported to ETF's Compliance team immediately via [dataprotection@etfoundation.co.uk](mailto:dataprotection@etfoundation.co.uk)

### **4. Data Handling and Privacy:**

All data accessed, uploaded, or shared on Power BI must comply with ETF's data privacy policies (<https://www.et-foundation.co.uk/terms-of-usage/privacy-cookie-policy/>) and relevant data protection regulations.

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<sup>1</sup> **Delivery Partner** - a supplier that has entered into a contract with ETF to perform services pursuant to a contract.

Sensitive information must be handled with the utmost confidentiality and must not be shared with unauthorised parties.

You will need to ensure that any downloaded data is deleted from all your organisation's devices, in compliance with the termination of your contract with the ETF. The data must not be downloaded onto your personal device.

## **5. Content and Conduct:**

Delivery Partners shall access and manage the reporting dashboards and reports with professional diligence, ensuring that all content is relevant, accurate, and appropriate for organisational use. The reporting dashboards and reports should only be used for the intended purpose of supporting and delivering the contracts under the Education Training Foundation.

## **6. License Usage Monitoring:**

The Education Training Foundation reserves the right to monitor the use of the Power BI license to ensure compliance with these terms and conditions.

Any misuse of the Power BI license may result in disciplinary actions, including temporary or permanent suspension of access.

## **7. Training and Support:**

Delivery Partners should participate in training sessions provided by the Education Training Foundation to ensure effective use of Power BI features and functionalities.

For any access requests or issues, in the first instance Delivery Partners should contact their named ETF Lead.

For technical issues or questions, contact [dataandanalytics@etfoundation.co.uk](mailto:dataandanalytics@etfoundation.co.uk)

## **8. Compliance with Power BI's Terms of Service:**

In addition to these terms and conditions, Delivery Partners must comply with Power BI's own Terms of Service and Community Standards: <https://powerbi.microsoft.com/en-gb/windows-license-terms/>

## **9. Intellectual Property:**

The Delivery Partner hereby assigns the intellectual property rights in any reports, dashboards, and other related content created using the Power BI license to the Education Training Foundation upon creation.

Delivery partners must not use the Power BI platform to create or share content for other organisations without explicit permission from the Education Training Foundation.

## **10. Amendments and Updates:**

The Education Training Foundation reserves the right to amend these terms and conditions as necessary. Delivery partners will be informed of any changes 30 calendar days before any amendments or updates come into force.

By using the Education Training Foundation Power BI license, delivery partners agree to adhere to these terms and conditions. Failure to comply may result in the suspension or termination of license access.

For any questions or further clarifications, please contact [dataandanalytics@etfoundation.co.uk](mailto:dataandanalytics@etfoundation.co.uk)

## **Acknowledgment of Terms and Conditions:**

I, [Delivery Partner's Name], acknowledge that I have read and understood the terms and conditions for using the Education Training Foundation's Power BI license. I agree on behalf of [Delivery Partner] that [Delivery Partner] will comply with these terms and conditions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_