

Research Wales Research Management System Terms and Conditions

1. Terms of Service

- 1.1. Your relationship with the Research Wales Grant Application System is subject to the terms and conditions set out below (the “Terms”) between you and LGC Limited (acting on behalf of Health and Care Research Wales as the operator of the Project Grant Team (PGT)). LGC’s principal place of business is at Queens Road, Teddington, Middlesex, TW11 0LY, UK.
- 1.2. Your use of Research Wales Research Management System (located at <https://researchwales.ccgrantracker.com>) (referred to as the “Services” in this document and excluding any services provided to you by the PGT under a separate written agreement) is subject to the Terms.

2. Accepting the Terms

- 2.1. In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.
- 2.2. You can accept the Terms by:
 - 2.2.1. clicking to accept or agree to the Terms, where this option is made available to you by the PGT in the user interface of the website; or
 - 2.2.2. by actually using the Services. In this case, you understand and agree that the PGT will treat your use of the Services as acceptance of the Terms from that point onwards.
- 2.3. You may not use the Services and may not accept the Terms if: (a) you are not of legal age to form a binding contract with the PGT, or (b) you are a person barred from receiving the Services under the laws of England or other countries including the country in which you are resident or from which you use the Services.
- 2.4. Before you continue, you should print off or save a local copy of the Terms for your records.

3. Language of the Terms

- 3.1. Where the PGT has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with the PGT.
- 3.2. If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by the PGT

- 4.1. You acknowledge and agree that the form and nature of the Services which the PGT provides may change from time to time without prior notice to you.
- 4.2. As part of this continuing innovation, you acknowledge and agree that the PGT may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at the PGT’s sole discretion, without prior notice to you.
- 4.3. You acknowledge and agree that if the PGT disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

5. Use of the Services by you

- 5.1. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to the PGT will always be accurate, correct and up to date.

- 5.2. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 5.3. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by the PGT, unless you have been specifically allowed to do so in a separate agreement with the PGT.
- 5.4. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 5.5. Unless you have been specifically permitted to do so in a separate agreement with the PGT, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- 5.6. You agree that you are solely responsible for (and that the PGT has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which the PGT may suffer) of any such breach.

6. Use of your data

- 6.1. The PGT respects your privacy and complies with the provisions of the General Data Protection Regulation (GDPR) EU 2016/679. Potential applicants are therefore reminded that, in order for assessment procedures to be completed, the the PGT will process, circulate and store information in line with the purposes for which it was originally collected. Data will be held securely and lawfully processed and not retained for longer than necessary. Details of awards, including name of principal investigator, are published on the Internet. For more information on what data is collected and how it is used, please refer to our privacy statements on the homepage of the Research Wales RMS.

7. Your passwords and account security

- 7.1. Use of the Services is conditional on prior registration, and granting of access rights by the PGT. Registration to use this extranet constitutes acceptance of this Code. You must notify the PGT of any change in your status which may affect their right to use the Services. The granting of access rights to the Services is by the provision of user names and passwords giving access to the Services. This provision will constitute authorisation for the use of the Services only.
- 7.2. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. You must not use another user's name or password, nor allow any password issued to you become known to any other person, nor, having logged in, leave the computer unattended and potentially usable by some other person.
- 7.3. Accordingly, you agree that you will be solely responsible to the PGT for all activities that occur under your account.
- 7.4. If you become aware of any unauthorised use of your password or of your account, you agree to notify the PGT immediately.
- 7.5. Generally, we do not request passwords from users nor will they be given out over the telephone.

8. Use of cookies

- 8.1. A cookie is a small file which asks permission to be placed on your computer's hard drive. We use an essential site cookie which is deleted when you close your browser. The Services will not operate without the cookie as we need the identity of the user (anonymous token) to tie to session information stored on the server to support continuous user sessions.

9. Proprietary rights

- 9.1. You acknowledge and agree that the PGT (or the PGT's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by the PGT and that you shall not disclose such information without the PGT's prior written consent.
- 9.2. Unless you have agreed otherwise in writing with the PGT, nothing in the Terms gives you a right to use any of the PGT's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- 9.3. If you have been given an explicit right to use any of these brand features in a separate written agreement with the PGT, then you agree that your use of such features shall be in compliance with that agreement and any applicable provisions of the Terms.
- 9.4. Other than the limited licence set forth in Section 9, the PGT acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with the PGT, you agree that you are responsible for protecting and enforcing those rights and that the PGT has no obligation to do so on your behalf.
- 9.5. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 9.6. Unless you have been expressly authorised to do so in writing by the PGT, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

10. Licence from the PGT

- 10.1. The PGT gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by the PGT as part of the Services as provided to you by the PGT (referred to as the "Software" below). This licence is for the sole purpose of enabling you to use Services as provided by the PGT.
- 10.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by the PGT, in writing.
- 10.3. Unless the PGT has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11. Content licence from you

- 11.1. You retain copyright and any other rights you already hold in content which you submit, post or display on or through, the Services.

12. Ending your relationship with the PGT

- 12.1. The Terms will continue to apply until terminated by either you or the PGT as set out below.
- 12.2. If you want to terminate this legal agreement with the PGT comprising the Terms, you may do so by (a) notifying the PGT at any time and (b) closing your accounts for all of the Services which you use, where the PGT has made this option available to you. Your notice should be sent, in writing, to the PGT's address which is set out in section 17 Terms, marked for the attention of the RMS Support Lead. Please note that if you are a grant holder, or co-applicant on a grant, for contractual reasons your name cannot be removed

until the final report has been approved and final grant payment has been made. Likewise, if you are an expert panel member or peer reviewer, you will only be able to fulfil the duties of this role if you are registered for the Services.

12.3. The PGT may at any time, terminate this legal agreement with you comprising the Terms if:

- 12.3.1. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- 12.3.2. the PGT is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- 12.3.3. the partner with whom the PGT offered the Services to you has terminated its relationship with the PGT or ceased to offer the Services to you; or
- 12.3.4. the PGT is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Service; or
- 12.3.5. the provision of the Services to you by the PGT is, in the PGT's opinion, no longer commercially viable.

12.4. Nothing in this Section shall affect the PGT's rights regarding provision of Services under Section 4 of the Terms.

12.5. The Sections within these Terms which expressly or impliedly have effect after or notwithstanding termination (including without limitation Section 8) shall continue to be enforceable notwithstanding termination.

13. Exclusion of Warranties

13.1. The Services are provided "as is" and the PGT and its licensors give you no warranty with respect to them.

13.2. In particular, the PGT and licensors do not represent or warrant to you that:

- 13.2.1. your use of the Services will meet your requirements,
- 13.2.2. your use of the Services will be uninterrupted, timely, secure or free from error,
- 13.2.3. any information obtained by you as a result of your use of the Services will be accurate or reliable, and
- 13.2.4. that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

13.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

13.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

14. Limitation of Liability

14.1. Nothing in these Terms shall exclude or limit the PGT's liability for losses which may not be lawfully excluded or limited by applicable law.

14.2. Subject to overall provision in Section 13.1 above, the PGT and its licensors shall not be liable to you for:

- 14.2.1. any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
- 14.2.2. any loss or damage which may be incurred by you as a result of:
- 14.2.3. any changes which the PGT may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
- 14.2.4. the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Services;

- 14.2.5. your failure to provide the PGT with accurate account information; your failure to keep your password or account details secure and confidential.
- 14.3. The limitations on the PGT's liability to you in Section 13.2 above shall apply whether or not the PGT has been advised of or should have been aware of the possibility of any such losses arising.

15. Changes to the Terms

- 15.1. The PGT may make changes to the Terms from time to time; for example, in response to changes in legislation. When these changes are made, the PGT will make a new copy of the Terms available at <https://researchwales.ccgrantracker.com/>
- 15.2. You will be alerted to any changes to these terms and conditions by email to your registered address. The email will summarise the changes made. In some circumstances, explicit consent to continue use of the Services may be required. Otherwise your consent to changes will be implied by your continuation of use of the Services.
- 15.3. You understand and agree that if you use the Services after the date on which the Terms have changed, the PGT will treat your use as acceptance of the updated Terms.

16. General legal terms

- 16.1. The Terms constitute the whole legal agreement between you and the PGT in respect of your use of the Services (but excluding any services which the PGT may provide to you under a separate written agreement), and completely replace any prior agreements between you and the PGT in relation to the Services.
- 16.2. You agree that the PGT may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- 16.3. You agree that if the PGT does not exercise or enforce any legal right or remedy which is contained in the Terms (or which the PGT has the benefit of under any applicable law), this will not be taken to be a formal waiver of the PGT's rights and that those rights or remedies will still be available to the PGT.
- 16.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 16.5. The Terms, and your relationship with the PGT under the Terms, shall be governed by English law. You and the PGT agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the PGT shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

17. Contact us

- 17.1. If you have any questions about the Terms, please contact the RMS team at the PGT:
 - 17.1.1. Email: ProjectGrants@researchwales.info Please mark your email for the attention of the RMS team.
 - 17.1.2. Post: Grange House, 15 Church Street, Twickenham TW1 3NL. Please address your letter for the attention of the RMS team.
 - 17.1.3. Phone: main reception 020 8843 8000. Please ask to speak to a member of the RMS team.