

NIHR Academy Grant Application System Terms and Conditions

Approved 25 May 2018 Revised 20 December 2018
NIHR Academy Assistant Director for Information Systems

1. Terms of Service

- 1.1. Your relationship with the National Institute for Health Research (NIHR) Academy grant application system (known as ARAMIS) is subject to the terms and conditions set out below (referred to as the “Terms”). The system is managed by the NIHR Academy as part of the Leeds Teaching Hospital Trust (LTHT), who are acting on behalf of the Department of Health and Social Care (DHSC). LTHT’s principal place of business is Leeds Teaching Hospitals NHS Trust Headquarters, Beckett Street, Leeds LS9 7TF.
- 1.2. Your use of ARAMIS (located [here](#)) (referred to as the “Services” in this document and excluding any services provided to you by the NIHR Academy under a separate written agreement) is subject to the Terms.

2. Accepting the Terms

- 2.1. In order to use the Services, you must 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 NIHR Academy 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 NIHR Academy 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 NIHR Academy, 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 NIHR Academy 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 NIHR Academy.
- 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 NIHR Academy

- 4.1. You acknowledge and agree that the form and nature of the Services which the NIHR Academy 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 NIHR Academy may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at the NIHR Academy’s sole discretion, without prior notice to you.
- 4.3. You acknowledge and agree that if the NIHR Academy 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 Services, you will be required to provide personal information. You agree that any registration information you give to the NIHR Academy will 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 NIHR Academy, unless you have been specifically allowed to do so in a separate agreement with the NIHR Academy.
- 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 NIHR Academy, 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 NIHR Academy 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 NIHR Academy may suffer) of any such breach.

6. Use of your data

- 6.1. The data controller is the DHSC and the data you provide will be managed in accordance with the [NIHR Privacy Policy](#).

7. Your passwords and account security

- 7.1. Use of the Services is conditional on prior registration, and granting of access rights. Registration to use this extranet constitutes acceptance of these Terms. The granting of access rights to the Services is by the provision of user names and passwords. 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 NIHR Academy 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 NIHR Academy immediately.
- 7.5. The NIHR Academy do not request passwords from users nor will they be requested 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 NIHR Academy (or the NIHR Academy's contractor) 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 NIHR Academy and that you shall not disclose such information without the NIHR Academy's prior written consent.
- 9.2. Unless you have agreed otherwise in writing with the NIHR Academy, nothing in the Terms gives you a right to use any of the NIHR Academy'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 NIHR Academy, 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 NIHR Academy 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 NIHR Academy, you agree that you are responsible for protecting and enforcing those rights and that the NIHR Academy 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 NIHR Academy, 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 NIHR Academy

- 10.1. The NIHR Academy gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by the NIHR Academy as part of the Services as provided to you by the NIHR Academy (referred to as the "Software" below). This licence is for the sole purpose of enabling you to use Services as provided by the NIHR Academy.
- 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 NIHR Academy, in writing.
- 10.3. Unless the NIHR Academy 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 NIHR Academy

- 12.1. The Terms will continue to apply until terminated by either you or the NIHR Academy as set out below.
 - 12.2. If you want to terminate this legal agreement with the NIHR Academy comprising the Terms, you may do so by (a) notifying the NIHR Academy at any time and (b) closing your accounts for all of the Services which you use, where the NIHR Academy has made this option available to you. Your notice should be sent, in writing, to the NIHR Academy's address which is set out in section 17 Terms, marked for the attention of the NIHR Academy Application Support Analyst. The NIHR Academy will retain award management data in accordance with the [NIHR Privacy Policy](#).
 - 12.3. The NIHR Academy 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 NIHR Academy 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 NIHR Academy offered the Services to you has terminated its relationship with the NIHR Academy or ceased to offer the Services to you; or
 - 12.3.4. the NIHR Academy 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 NIHR Academy is, in the NIHR Academy's opinion, no longer commercially viable.
 - 12.4. Nothing in this Section shall affect the NIHR Academy'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 NIHR Academy and its contractor give you no warranty with respect to them.
 - 13.2. In particular, the NIHR Academy and contractor 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 NIHR Academy'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 NIHR Academy 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 NIHR Academy 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 NIHR Academy with accurate account information; your failure to keep your password or account details secure and confidential.
- 14.3. The limitations on the NIHR Academy's liability to you in Section 13.2 above shall apply whether or not the NIHR Academy 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 NIHR Academy may make changes to the Terms from time to time; for example, in response to changes in legislation. When these changes are made, the NIHR Academy will make a new copy of the Terms available [here](#).
- 15.2. You understand and agree that if you use the Services after the date on which the Terms have changed, the NIHR Academy 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 NIHR Academy in respect of your use of the Services (but excluding any services which the NIHR Academy may provide to you under a separate written agreement), and completely replace any prior agreements between you and the NIHR Academy in relation to the Services.
- 16.2. You agree that the NIHR Academy 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 NIHR Academy does not exercise or enforce any legal right or remedy which is contained in the Terms (or which the NIHR Academy has the benefit of under any applicable law), this will not be taken to be a formal waiver of the NIHR Academy's rights and that those rights or remedies will still be available to the NIHR Academy.
- 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 NIHR Academy under the Terms, shall be governed by English law. You and the NIHR Academy 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 NIHR Academy 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 IS team at the NIHR Academy:

- 17.1.1. Email: academy-awards@nhr.ac.uk Please mark your email for the attention of the IS team.
- 17.1.2. Post: the NIHR Academy, 21 Queen Street, Leeds, LS1 2TW. Please address your letter for the attention of the Assistant Director of Information Systems.
- 17.1.3. Phone: the NIHR Academy main reception 0113 532 8444. Please ask to speak to a member of the IS team.