TERMS AND CONDITIONS FOR USE OF THE ELECTRONIC
GRANT MANAGEMENT SYSTEM (EGMS)

These Terms and Conditions (the “Terms”) govern your use of Cancer Research UK’s (“CRUK”, “we”, “us”, or “our”) electronic Grant Management System (eGMS). By logging into eGMS you agree to the Terms of use for the eGMS. If you do not agree to these Terms, please do not attempt to access the eGMS.

1. DEFINITIONS

a. A “User” is anyone with access to the eGMS.
b. “User Information” includes personal User information such as name, phone number, address, email address, curriculum vitae and any other information provided as part of an Application.
c. An “Application” is, in part or in toto, the written request for endorsement or financial support from CRUK.
d. An “Applicant” is the User submitting the application.
e. A ‘Host Institution’ is the university, institution or other body at which some or all of the research that is the subject of the Application is or will be carried out.
f. A “Supporting Role” is the role held by an individual to support a User in their Application. This includes Joint Lead Applicants, Co-applicants, Applicant Personal Assistant, Collaborators, and Named Research Staff.
g. A “Peer Reviewer” is a User that reviews the abstract of an application to provide an expert opinion on the quality of the research.
h. A “Funding Committee Member” is a User that reviews the entire application to contribute to grant or resource funding decisions.

2. REGISTRATION

2.1 All information you submit to CRUK as part of the registration process will be processed by CRUK strictly in accordance with its Privacy Policy and these Terms (please see Clause 7 “Data Protection” below for further details). As a User you must at all times supply us with accurate, up-to-date and complete registration information. Failure to do so may result in delays in establishing you as a User and/or in processing associated Application(s).

3. YOUR USE OF EGMS

3.1 You agree to use the eGMS strictly in accordance with these Terms, the Terms and Conditions and Administration Information for Awards and any other instructions issued by us from time to time. You must only use those parts of the eGMS to which you have been given access. Attempting to breach these access levels is a breach of our Terms and Conditions of Use. We reserve the right to terminate your registration and access rights in the event that you access or attempt to access the
eGMS in any way, or for any purpose not permitted by your User status.

3.2 Notwithstanding the generality of 3.1 above, you are expressly prohibited from uploading, distributing or publishing on the eGMS or from using the eGMS to publish or distribute any material that:

• is pornographic in content, promotes or encourages racist, homophobic or other such behaviour;
• is defamatory, abusive or offensive or otherwise illegal;
• is infected with a computer virus, worm, “Trojan Horse” or other such destructive feature;
• infringes the intellectual property rights of third parties;

or that may in any other way bring CR UK into disrepute.

4. CHANGES TO THESE TERMS

CR UK may, at its sole discretion, modify or revise these Terms by posting notice of the change(s) on our eGMS website. Your continued use of this site and the eGMS will constitute your acceptance of any revised Terms.

5. AVAILABILITY AND MODIFICATION OF EGMS

5.1 The eGMS is a web-based system accessed through a URL (the “Site”). You acknowledge that from time to time we may need to suspend availability to the eGMS and/or the Site, in order to carry out routine maintenance, upgrades, etc. You acknowledge that we have the right to suspend such availability. You further agree that we have the right to change the format or technical specification of the eGMS and/or the Site, at our sole discretion.

5.2 Where we consider it appropriate to do so, we will use reasonable endeavours to give you advance notice of any changes to the eGMS (and/or Site to the extent that the latter will affect your use of the eGMS). We reserve the right however, to change, suspend or discontinue any or all parts of eGMS and/or Site.

6. SECURITY OF EGMS/PASSWORD SECURITY

6.1 You must take all necessary steps to protect and keep your User login ID and password confidential. In the event that you suspect any unauthorised use of your User login ID and password, you must notify CRUK grants.helpline@cancer.org.uk immediately.

6.2 Sharing your User login ID and password with any other party is strictly prohibited. Such action may result in you being denied access to the eGMS and/or in civil or criminal action being taken against you and such third parties.

7. DATA PROTECTION

7.1 In agreeing to these Terms you consent to CRUK using the personal information you submit to us via eGMS for the purpose of processing applications, managing your User account, managing your grant and providing training on the application process. You understand that such information will be stored in eGMS and may be downloaded and stored off-line or in other relevant systems where
necessary. You also consent to CRUK sharing the information you submit to us with the Applicant’s Host Institution.

7.2 You further acknowledge that the eGMS allows Supporting Roles to view personal information submitted by other Users, including Curriculum Vitae, in order to join such Users to new Applications (subject to their consent). Therefore Users must ensure that all personal information they submit to the eGMS is kept up-to-date and accurate.

You may update your personal information at any time by clicking on the My Profile tab on the home page.

7.3 If you have access via eGMS to others’ personal information in connection with an Application (e.g. as a Supporter, Peer Reviewer, Funding Committee Member), you agree to use that information solely for the bona fide purposes of the Application.

7.4 CRUK takes reasonable precautions (including all reasonable technological and organisational measures) to prevent the loss, misuse or alteration of any personal information you submit to us via eGMS or via our Site generally. Occasionally we, and our agents, may need to amend your details to ensure that they are in an appropriate format for our database (e.g. formatting address fields). See our Privacy Policy for more information on our privacy practices, including how we may use your personal information for purposes not directly connected with an Application and to whom it might be disclosed.

7.5 You consent to the transfer of your personal information outside of the European Economic Area to the extent such transfer is necessary, in order to allow us (or our employees or agents on our behalf) to process or evaluate Applications and otherwise, as per our Privacy Policy.

7.6 You consent to CRUK sharing information submitted through eGMS, including your personal information, with its related entities, including Cancer Research Technology Ltd.

8. PUBLICATION OF APPLICATIONS

8.1 For all successful Applications, any data fields flagged within the application as “publishable” will be published on the Cancer Research UK website and other web-based directories of research, such as the International Cancer Research Portfolio (www.cancerportfolio.org).

8.2 Occasionally, CRUK may also provide or exchange with other funding and relevant organisations outline information about unsuccessful Applications as well as awarded Grants.

9. INTELLECTUAL PROPERTY RIGHTS (IPR) – OWNERSHIP OF THE INFORMATION STORED ON EGMS

9.1 With the exception of User Information, CRUK and/or its licensors own the copyright in all material and information stored in the eGMS, and all related intellectual property rights, including but not limited to all database rights, design rights, trade marks and logos.

9.2 By submitting your User Information to us, you agree that you are granting CRUK a world-wide, royalty-free, irrevocable and non-exclusive licence to copy, reproduce, display, modify, upload, download, amend, transmit, communicate, adapt, distribute, publish or otherwise make available the User Information, in whole or in part, to the extent necessary to make this information available to other Users and to its employees and agents who are involved in the application award process,
unless otherwise arranged formally with CRUK or its wholly-owned subsidiary Cancer Research Technology. Cancer Research UK’s full Terms and Conditions pertaining to Intellectual Property Rights and commercial exploitation of research are set out in the Terms and Conditions and Administration Guidelines for Research Grants and Awards.

10. LIMITATION OF LIABILITY AND DISCLAIMER

10.1 eGMS is provided on an “as is”, “as available” basis and we do not guarantee the accuracy, timeliness, completeness, performance, satisfactory quality or fitness for a particular purpose of the eGMS or any of its contents. All other implied warranties are excluded to the extent that they may be excluded as a matter of law. Except as described in Clause 7 above, CRUK is not responsible for the User Information provided by Users and shall not be held liable for storing in the eGMS, and otherwise processing or publishing any User Information that infringes third party Intellectual Property Rights.

10.2 CRUK does not warrant that eGMS is compatible with your computer equipment or that the Site or its server is free of errors, viruses, worms or “Trojan Horses” or such other destructive features, and CRUK is not liable for any damages you may suffer as a result of using the eGMS and/or the Site. You use the eGMS and/or the Site at your own risk.

10.3 CRUK will not be liable for any losses, costs, claims or damages, (whether direct or indirect including without limitation, damages for loss of profits which includes loss of business revenue, loss of anticipated savings, loss of data and loss or waste of management time) whether arising in contract, tort (including negligence) or otherwise, resulting from your access to or use of, or inability to access or use the eGMS, or from any action taken (or refrained from being taken) made in reliance on the information contained in the eGMS.

10.4 You agree to indemnify, defend, and hold harmless CRUK, its employees, representatives and agents from and against any claims, actions, demands or other proceedings brought against CRUK by a third party, to the extent that such claim, action or other proceeding is based on, or arises in connection with your use of the eGMS in any way which breaches these Terms.

11. GENERAL

11.1 If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable then to the extent that they are so illegal, invalid or unenforceable, they shall be treated as severed and deleted from these Terms. The remaining Terms shall survive and remain in full force and effect.

11.2 CRUK will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control, including without limitation acts of god, war, terrorism or technical difficulties.

11.3 These Terms are subject to English law and to the exclusive jurisdiction of the English courts.

I confirm by logging into the system that, if applicable, I have read and accept the standard Grant Conditions applicable for all research grants funded by Cancer Research UK and the additional Terms & Conditions above for use of the electronic Grant Management System, eGMS.