Terms and conditions

Myresearchproject.org.uk/cwow and id.crncc.nihr.ac.uk are referred to as the Website on this page.

This page and any pages it links to explains the terms of use for the Website, which supports health and social care research applications in the UK. You must agree to these to use the Website. If you do not agree to the terms of use, please do not access and / or use the Website.

Who we are

The Website is managed by the <u>Health Research Authority</u> (HRA) on behalf of the Department of Health and Social Care and a collaboration of partners (IRAS Partners). The HRA is a non-departmental body of the Department of Health and Social Care and will be referred to as 'we' from now on.

Using the Website

You agree to use the Website only for lawful purposes. You must also use it in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, this site by anyone else.

We update the Website frequently. We can change or remove content at any time without notice. We will not change the data you have provided as part of the research approval process.

These Terms and Conditions apply to the use of the Website only.

Services and Transactions

You can use the Website to make submissions / transfer data to external digital systems managed by the <u>IRAS Partners</u> as part of the research approval process.

Some systems that the Website connects to have their own terms and conditions which also apply - read these before you use the service.

Linking to the Website

We welcome and encourage other websites to link to the Website. However, we don't give permission to suggest that your website is associated or endorsed by us.

You must contact us for permission if you want to either:

- charge your website's users to click on a link to any page on the Website.
- say your website is associated with or endorsed by the Website.

Linking from the Website

The Website links to other external websites that are managed by third parties.

We do not have any control over the content on these websites and we are not responsible for:

- the protection of any information you give to these websites
- any loss or damage that may come from your use of these websites, or any other websites they link to

The Website allows you to transfer / submit your data to external digital systems that are managed by other government departments, agencies, service providers or other organisations. We do not have any control over the accuracy, timeliness, performance, completeness or security of those external systems and we do not accept liability for them. You agree to release us from any claims or disputes that may come from using these websites and digital systems.

The HRA's <u>Privacy Policy</u> explains how we treat and protect your data when using both web sites and digital systems. You should read all terms and conditions, privacy policies and end user licences that relate to other linked websites and digital systems before you use them.

Using the Website content

Most content on the Website is published under the <u>Open Government Licence</u> (OGL). Some content is exempt from the OGL - check the <u>list of exemptions</u>.

Departmental logos and crests are also exempt from the OGL, except when they form an integral part of a document or dataset.

If any content is not published under the OGL, we'll usually credit the author or copyright holder.

You can reproduce content published on the Website under the OGL as long as you follow the licence's conditions.

<u>Contact us</u> if you want to reproduce a piece of content but are not sure if it's covered by the OGL.

We make content on the Website available through feeds for other websites and applications to use. The Website and applications that use our feeds are not our products, and they might use versions of our content that have been edited and stored for later use ('cached').

We do not give any guarantees, conditions or warranties about the accuracy or completeness of any content used by these products. We're not liable for any loss or damage that may come from your use of these products.

The most up to date version of our content will always be on the Website.

Disclaimer

While we make every effort to keep the Website up to date, we do not provide any guarantees, conditions or warranties that the information will be:

- current
- secure
- accurate
- complete
- free from bugs or viruses

We may have to make changes to the content, layout and means of accessing the Website. If the need arises we reserve the right to suspend access to the Website, or to close the Website permanently, without prior notice. Whilst every effort is made to keep the Website up to date, any of the material on the Website may be out of date at any given time. We do not publish advice on the Website. You should get professional or specialist advice before doing anything based on the content.

We're not liable for any loss or damage that may come from using the Website. This includes:

- any direct, indirect or consequential losses
- any loss or damage caused by civil wrongs ('tort', including negligence), breach of contract or otherwise
- the use of the Website and any websites that are linked to or from it
- the inability to use the Website and any websites that are linked to or from it

This applies if the loss or damage was foreseeable, arose in the normal course of things, or you advised us that it might happen.

This includes, (but is not limited to), the loss of your:

- income or revenue
- salary, benefits or other payments
- business
- profits or contracts
- opportunity
- anticipated savings
- data
- goodwill or reputation
- tangible property
- intangible property, including loss, corruption or damage to data or any computer system
- wasted management or office time

We may still be liable for:

- death or personal injury arising from our negligence
- fraudulent misrepresentation
- any other liability which cannot be excluded or limited under applicable law

Requests to remove content

You can ask for content to be removed from the Website. We'll remove content:

- in order to comply with data protection legislation covering the rights and freedoms of individuals
- if it breaches copyright laws, contains sensitive personal data or material that may be considered obscene or defamatory

<u>Contact us</u> to ask for content to be removed. You'll need to send us the web address (URL) of the content and explain why you think it should be removed. We'll reply to let you know whether we'll remove it.

We remove content at our discretion in discussion with the department or agency responsible for it. You can still request information under the <u>Freedom of Information</u> <u>Act</u> and the <u>Data Protection Act</u>.

Information about you and your visits to the Website

We collect information about you in accordance with our <u>privacy policy</u> and our <u>cookie policy</u>. By using the Website, you agree to us collecting this information and confirm that any data you provide is accurate.

Virus protection

We make every effort to check and test the Website for viruses at every stage of production. You must make sure that the way you use the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which could damage your computer system.

We're not responsible for any loss, disruption or damage to your data or computer system that might happen when you use the Website.

Viruses, hacking and other offences

When using the Website, you must not introduce viruses, trojans, worms, logic bombs or any other material that's malicious or technologically harmful.

You must not try to gain unauthorised access to the Website, the server on which it's stored, or any server, computer or database connected to it.

You must not attack the Website in any way. This includes denial-of-service attacks.

We'll report any attacks or attempts to gain unauthorised access to the Website to the relevant law enforcement authorities and share information about you with them.

Governing law

These terms and conditions are governed by and construed in accordance with the laws of England and Wales.

Any dispute you have which relates to these terms and conditions, or your use of the Website (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

General

There may be legal notices elsewhere on the Website that relate to how you use the site.

We're not liable if we fail to comply with these terms and conditions because of circumstances beyond our reasonable control.

We might decide not to exercise or enforce any right available to us under these terms and conditions. We can always decide to exercise or enforce that right at a later date.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will still apply.

Changes to these terms and conditions

Please check these terms and conditions regularly. We can update them at any time without notice.

You'll agree to any changes if you continue to use the Website after the terms and conditions have been updated.