

E-Gap Terms and Conditions of Use

User Terms and Conditions

The following paragraphs specify the basis on which you may use the e-GAP System and provides information on how we will handle your data. This document should be read in conjunction with the Society's data protection policy. Please ensure that you understand these terms and conditions. You must agree to abide by these before proceeding further.

1. General

1.1 Definitions

- **"The system"** – the e-GAP System, also known as e-GAP2, including the associated hardware, software, databases and web pages.
- **"We", "us", "our", "ourselves"** – the Royal Society.
- **"User", "you", "your", "yourself"** – an individual who uses the system.
- **"Service"** – the service provided by the Royal Society through the e-GAP System.
- **"Document"** - any form and accompanying attachments that require an official submission route from the research organisation and/or user to the Royal Society.

1.2 What do these terms and conditions cover?

These terms and conditions tell you what constitutes legal use of the system. You must follow all our instructions on the use of the system.

The Laws of England and Wales govern these terms and conditions. The terms and conditions reflect what is acceptable to the Royal Society.

1.3 Changes to these terms and conditions

We reserve the right to change these terms and conditions. You will be notified on the login page of the System of such changes. Following such notification your continued use of the system will be taken as acceptance of the revised terms and conditions.

1.4 System modification

Where reasonably possible we will give you advanced notice of significant changes to the system. We reserve the right to change, suspend or discontinue any or all parts of the system at any time without incurring any liability from you.

2. Use of System

You must only view and use those parts of the system to which you have been given access. We reserve the right to stop your access to the system (or parts of it) without notice or liability.

Only the research and related communities and the Royal Society may use the system; the system should only be used for the purpose for which it was intended by the Royal Society. Commercial and/or non-research related use is prohibited. If you make such unauthorised use we may deny you access to the system. You must not upload, distribute or publish on the system any material that:

- is illegal
- is pornographic in content (unless it is a legitimate part of a lawful research proposal);
- is part of criminal or terrorist activities (studies of such activities for lawful research purposes are permissible);
- promotes or encourages racism or intolerance;
- is untruthful;
- is defamatory, offensive or abusive;
- may bring the Royal Society into disrepute; or
- is known to be infected with a virus, worm, Trojan horse, trap-door program or malicious code.

3. Privacy

3.1 Maintenance of data

We will maintain records held on the system in accordance with the Data Protection Act 1998 for further information see the Royal Society statement on data protection and data retention. Submitted data and information will be used for the legitimate purposes as set below.

You are responsible for maintaining your personal data, including contact details, on the system. You may not be able to update all your personal data yourself. You should notify the e-GAP Helpdesk if data which you cannot update yourself is incorrect or out of date. We will then consider how best to update the data. In some instances, in order for the Royal Society to carry out core business, your contact data may be amended by Royal Society staff. You will be notified of such changes.

3.2 Data Protection Act

Applicants' data

The Royal Society complies with the requirements of the Data Protection Act 1998 and is committed to upholding the data protection principles. All personal data collected via the e-GAP system will be used in accordance with our notifications. The Royal Society use personal data submitted by system users for purposes associated with the application and award processes for grants and fellowships. Personal data may be used in relation to:

- the drafting, submission and processing of your proposal;
- resolving any queries which you may raise with the e-GAP Helpdesk;
- the operation of grants processing and management information systems;
- the acquisition of UK and/or international reviewers' and assessors' comments on proposals and reports;
- the preparation of material for use by referees, assessors, and assessment panels;
- your review of proposals and reports (if you are a reviewer or an assessor);
- your response to reviewer comments (if you are an applicant);
- payments made to your Higher Education Institution or Independent Research Organisation;
- statistical analysis in relation to the evaluation of research and the study of trends;
- reporting to funders, including Government, on the impact of the research supported;

- inviting you to participate in surveys about the level of services provided by the e-GAP Helpdesk and/or e-GAP System;
- the organisation of Royal Society meetings and events; and
- Royal Society policy and strategy studies.

We may use cookies. A cookie is a small amount of data which is stored on your computer and which is revealed to us when you use the System. We use cookies only to make it easier to identify you when using the System. We do not use cookies to collect additional information about you. You can configure your web browser not to accept cookies, although this may hinder the functionality of the System.

Award holders' data

Successful applicants who received funding from the Royal Society may be contacted by the Society as part of your award. In addition to using your data as outlined above we will also contact you about the following:

- Royal Society Funding opportunities
- Royal Society Research Fellows Newsletter
- Personal development opportunities
- Annual reporting linked to your grant
- Royal Society Research Fellows events (including Frontiers of Science)
- Membership of Royal Society Committees and Panels
- Opportunities to increase public engagement in science
- Peer review of Royal Society grant applications
- Peer review of Royal Society journal articles
- Other appropriate Royal Society business

By agreeing to these terms and conditions, and by accessing the system, you have explicitly consented to your personal data being processed by us in this way and stored on the system and on our associated internal systems.

Data Retention

The Society is committed to retaining a true and accurate record of the core activities and business of the Society for archival and business purposes, while destroying records and data the Society considers to be redundant. For further information see the Society's standard policy on data retention.

The Society's default record retention period is five years, after which data and records must be destroyed unless there is a stated business need, legal or statutory requirement, or a perceived historical value to retain the record. This five-year period has been determined after consultation with staff to identify a default retention period across the Society. This retention period applies to all records with some exceptions. One of these exceptions is data held which relates to Royal Society Grants schemes. The Royal Society will retain all E-gap data where:

- it relates to an e-gap account that has been active in the last five years;
- it relates to an egap account that has a successful application attached to it
- It relates to an egap account which has a referee statement, Head of Department statement or panel members assessment attached to it which relates to an active account

Account which have been inactive for five years or more and do not meet one of the above criteria will be deleted.

3.3 Disclosure

Peer review and assessor comments

The Royal Society seeks to ensure that the peer review process is open and transparent. As such the following outlines which information concerning the assessment and peer review of applications may be disclosed. Each request for information must be treated on its own merits. The Society may provide anonymised feedback about peer reviews and assessor comments to applicants when requested. Meeting papers associated with your application and minutes relating to the discussion of your application at the panel meetings may also be provided if appropriate.

Names of, or information which would identify, peer reviewers and assessors will not normally be disclosed to applicants or third parties.

Successful applications

To maintain public accountability, the Royal Society may publish, including on our website, or disclose into the public domain details of funded grants or fellowships, including information from the Research Fellows annual report. Award holders will have right to request that information they consider to be sensitive is not disclosed, to do so contact: grants-reply@royalsociety.org. Information which will be disclosed includes:

- details of successful applicant (title, forenames, initials, surname);
- name of the UK host research organisation and department;
- the type of award;
- the title of the awarded project;
- technical and non-technical abstracts of the awarded proposal;
- value and duration of the award;
- name(s) of project partner organisations;
- applicant's nationality

The Royal Society aims to be as open as possible in informing others about how we conduct our business. The data you provide may be used to provide information on Royal Society activities to allow us to respond to enquiries from relevant Government department and to respond to enquiries from various sources. Law enforcement agencies may require us to disclose information held in the system. We will not disclose this information to other parties except where the information is:

- required as part of the legitimate purposes of the Royal Society.
- already in the public domain or gets into the public domain through no fault of ours;
- provided to us from any third party who had a lawful right to disclose it to;
- already rightfully in our possession and not confidential at the time of its receipt or is referred to above as to be made publicly available.

By agreeing to these terms and conditions, and by accessing the system, you have explicitly consented to your personal data being processed by us in this way.

4. Security

4.1 Your account

You will own an email login and password in order to access the system. Your email address will be your username and you can choose your own password provided it meets our minimum requirements. We have built in appropriately high standards of security to protect your interests as well as ours.

- You can request that your user account is terminated by notifying the e-GAP Helpdesk (E-mail: e-gap@royalsociety.org).

If there are multiple users of a single e-GAP account, all users must comply with and are bound by our terms and conditions of use.

4.2 Your obligations

When using the system you must observe high levels of security to protect the personal details and safety of all users. You must ensure that:

- you do not share your password with anybody or otherwise make the system available to them;
- you do not use the username and password of another user;
- the use of 128-bit encryption technology is legally approved in the country from which you are connecting;
- you do not use the system to propagate any virus, worm, Trojan horse, trap-door program or any malicious code (deliberate distribution or creation of computer viruses is an offence under the Computer Misuse Act 1990);
- you do not invade the rights of privacy or other personal or property rights, or infringe the copyright or trademark or other rights of any person or organisation;
- you do not disclose any data from the system to a third party.
- that no actual or potential security breaches occur as a result of your action; and
- all security breaches are reported promptly to the e-GAP Helpdesk.

If these security provisions are breached, we may decide to stop your access to the system. In such circumstances we reserve the right to deny you further access to any new Royal Society-related activities. You may also be subject to civil or criminal action.

5. Liability

5.1 Users of the system

You must, if asked by us, provide any evidence you possess that may be relevant to any claim brought against us (collectively or individually) associated with the use of the system.

You use the data from the system at your own risk. Subject to the Unfair Contract Terms Act 1977, you shall not, as a result of using the system, have any claim against us or hold us liable for the results of your actions based on these terms and conditions, or from the consequences of the following:

- your failure to comply with any of these terms and conditions;
- your failure to maintain your personal data on the system;
- your failure to notify us of incorrect or out of date personal data that you are unable to update yourself;
- any unlawful disclosures or interference with any of the system's transmissions;
- any alleged or actual breach of these terms and conditions by any third party to whom, in breach of these terms and conditions, you made this system available (e.g. by disclosure of your password); or
- your alleged or actual breaching of copyright, trade mark rights or any other intellectual property rights (or similar rights anywhere in the world) belonging to any other person.

5.2 The Royal Society

We have taken due care in the development and implementation of the system. Subject to the Unfair Contract Terms Act 1977, we disclaim all explicit or implicit warranties regarding satisfactory quality or fitness for a particular purpose. We do not guarantee:

- the availability of the system;
- the integrity of the data in the system;
- that the service will be uninterrupted or error-free; or
- the compatibility with all hardware and software of its users, although every reasonable effort has been made to ensure accessibility.

The system and any associated e-mails and documents are believed to be free from viruses but it is your responsibility to carry out all necessary virus checks and we accept no liability in this connection.

We accept no liability for any loss that may arise from:

- your use of the data from the system;
- your use or inability to use the system;
- loss, corruption or unavailability of data;
- our failure to provide support services associated with the system; or
- your use of certain hypertext links in the system which lead to Web sites that are not under our control.

5.3 General

If any provisions of these disclaimers and exclusions are unlawful, void or for any reason unenforceable, then that provision shall be regarded as separated from these terms and conditions, but shall not affect the validity and enforceability of the remaining provisions.

6. Copyright

With the exception of Documents created by users, we own the copyright of the material contained in the system. This includes but is not limited to:

- textual material;
- artwork;
- photographs;
- computer software;
- audio and visual elements;
- the database design and reference data; and
- the structure and design of the system.
- You must not reproduce, distribute, transmit modify, adapt, display (including adaptations/displays such as by "framing") the contents, of all or any part, the system without our prior written permission, with the exception of using the system through the normal means provided by the Royal Society.

We own the software on which the system is built. You must not reverse engineer, decompile, or disassemble the system's software unless applicable law allows you to do so.