

Terms and conditions

When you register on the NESTCC MIS, you must confirm that you accept these Terms and Conditions.

We reserve the right to change these terms and conditions and will publish a revised version on this page, at which point the revised Terms and Conditions apply. Your continued use of the system will be taken as acceptance of the revised terms and conditions.

Terms and Conditions for use of the NETSCC MIS

1. General

1.1 Definitions

'NETSCC' is the NIHR Evaluation, Trials and Studies Co-ordinating Centre.

'NIHR' is the National Institute for Health Research.

'NETSCC MIS' is the NETSCC Management Information System, also known as 'the system'.

'The service' is the service provided by NETSCC through the MIS.

'User' is an individual who uses the system.

1.2 What 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.

Your use and access of the NETSCC MIS is subject to these Terms and Conditions. You must tick the box on the log-in screen to agree to these Terms and Conditions before using the NETSCC MIS.

1.3 Changes to these terms and conditions

We reserve the right to change these terms and conditions and will publish a revised version on the NETSCC website. Your continued use of the system will be taken as acceptance of the revised terms and conditions.

1.4 System modification

The NETSCC assumes no responsibility or liability arising from any error or omission or from the use of any information contained in the NETSCC MIS.

We reserve the right to suspend access to the NETSCC MIS at any time in order to carry out routine maintenance and upgrades or to change any part of the site. We will use reasonable endeavours to inform you when this is going to happen. We will not be liable for any losses, costs, claims or damages arising from the unavailability of the NETSCC MIS.

NETSCC does not warrant that the NETSCC MIS is compatible with your computer equipment or that the site or its server is free of errors, viruses or 'Trojan Horses' or other such destructive features and NETSCC is not liable for any damages that you may suffer as a result of using the NETSCC MIS. You use the NETSCC MIS at your own risk.

2. Use of the system

2.1 Access to the system

NETSCC owns the rights to use the software on which the system is built. 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.

2.2 Your use of the system

You must not upload, distribute or publish on the system any material that:

- is pornographic in content;
- is part of criminal or terrorist activities;
- promotes or encourages racism or intolerance;
- is illegal;
- is untruthful;
- is defamatory, offensive or abusive;
- may bring NETSCC, the NIHR or the University of Southampton into disrepute; or is known to be infected with a virus, worm, Trojan horse, trap-door program or malicious code

3. The Freedom of Information Act (2000)

Information held by NETSCC is subject to the provisions of the Freedom of Information Act (FOIA) 2000 and subordinate legislation. This Act provides individuals with a right of access to recorded information, of any age, which NETSCC holds, subject to certain exemptions. This includes information held on the NETSCC MIS system. Further details are available from our Freedom of information page.

4. Data Protection

NETSCC complies with the requirements of the General Data Protection Regulation 2016, and is committed to upholding the data protection principles and your data subject rights.

NETSCC is based at the University of Southampton ('the University'). NETSCC is part of the National Institute for Health Research (NIHR) which is funded through the Department of Health and Social Care (DHSC). For the purposes of data protection the DHSC is the Controller; the University is the Processor.

We process your data in order to perform a task in the public interest.

4.1 Maintenance of data

You are responsible for maintaining your personal information, including contact details, on the system.

4.2 Use of data

NETSCC uses personal data submitted by MIS users for purposes associated with the application and award processes for research funding.

The following is a list of the possible uses for your data. To find out specifically what we use your data for according to your role please click [here](#).

Personal data may be used in relation to:

- the registration of your application;
- the operation of grants processing and management information systems;
- the acquisition of UK and/or international peer reviewer comments on proposals and reports;
- the preparation of material for use by reviewers, experts, referees and review panels;
- your review of proposals and reports;
- your response to reviewer comments (if you are an applicant);
- payments made to your Higher Education Institution;
- statistical analysis in relation to the evaluation of research (research on research); email alerts and bulletins

If you are an applicant we will share your information with other DHSC/NIHR bodies and with other approved funding research funding organisations outside NIHR in order to coordinate research activity in the UK.

4.3 Disclosure of data

NETSCC will make the project costs and details of all contracts awarded available on its website. We may also publish material and information about successful applications from the MIS on our website or in printed form. Details of the NETSCC publications scheme are available from our website.

In order to ensure that our systems are operating effectively it may on occasion be necessary to transfer your information outside the European Economic Area to a company in the United States which is registered with the Privacy Shield scheme. This is for the purposes of testing and development of the system.

4.4 Exercising your data subject rights

You have certain rights (data subject rights) under the new data protection legislation; these are the:

- Right to be informed
- Right to object to direct marketing
- Right of access
- Right to restrict processing
- Right to rectification
- Rights related to automatic decision making

You should contact data_protection@dhsc.gov.uk in order to exercise any of these rights.

4.5 Finding out more

There are two places you can find out more about data protection at NETSCC.

We have produced a privacy information leaflet which gives you further information such as how to get in touch with the Data Protection Officer. You can find it [here](#).

You can also find out more from the [NIHR Privacy Policy](#).

5. Intellectual property rights

You must ensure that any relevant intellectual property (IP) that you submit through the NETSCC MIS has been identified and that permission to use this IP has been granted by the owners.

You must not reproduce, distribute, transmit modify, adapt, display (including adaptations/displays such as by "framing") the contents, of all or any part, of the system without our prior written permission, with the exception of using the system through the normal means provided by NETSCC.

6. Password security

You must take all reasonable steps to protect and keep your NETSCC user name and password confidential. In the event that you suspect any unauthorised use of your NETSCC user name and password you must notify NETSCC at comms-mis@soton.ac.uk. Sharing your NETSCC user name and password with any other party is strictly prohibited.

Application Terms and Conditions

The NETSCC MIS requires applicants and contributors to confirm agreement of the relevant terms and conditions of their role in supporting or submitting a funding application. The various terms and conditions pertaining to the roles are shown below. Ticking the box on the NETSCC MIS will indicate that you agree to these terms and conditions.

Role	Guidance statement
Lead Applicant (Stage 1 application)	In confirming your role as Lead Applicant (CI) in this application you confirm that the information given in this form is complete and correct and that you take full responsibility for the accuracy of this submission. You shall be actively engaged in, and in day to day control of, the project. You confirm that you understand that progress reports will be required by the funding programme and that no substantive variation in the scheme as outlined in the application will be permitted without prior reference to the funding programme.
Lead Applicant (Stage 2 application)	In confirming your role as Lead Applicant (CI) in this application you confirm that the information given in this form is complete and correct and that you take full responsibility for the accuracy of this submission. You confirm that all co-applicants mentioned on this application have been given access to the application and accepted their role in this submission. You shall be actively engaged in, and in day to day control of, the project. You confirm that you understand that progress reports will be required by the funding programme and that no substantive variation in the scheme as outlined in the application will be permitted without prior reference to the funding programme.
Head of Department, Contracting Organisation	In confirming your role in this application you are agreeing that the work, if funded, will be accommodated and administered in the department/institution and that applicants for whom you are responsible will undertake this work. Please note that we expect the Contracting Organisation to be the substantive employer of the Chief Investigator. In cases where the Chief Investigator is also the Head of Department it is acceptable for the same individual to be the signatory for both functions. We would normally expect the person who signs as Head of Department to be the person who is responsible for the department where the bulk of the research will take place.
Sponsor	In confirming your role as sponsor you are agreeing that if funded, your institution is prepared to become the sponsor

for this study and will take on all responsibilities as per the Research Governance Framework for Health and Social Care.

Finance Director
Administrative Authority /
Contracting Organisation

In confirming your role in this application you are stating that you have checked the financial details of this research application and read the terms of the [standard contract](#), and that your institution is prepared to enter into such a contract and administer the award if made. Please note that we expect the Contracting Organisation to be the substantive employer of the Chief Investigator.

NHS Facilities and Staff
nominated signatory's
declaration

In confirming your role in this application you are agreeing to the use of NHS facilities and staff for this work, and that you are satisfied by the arrangements made for indemnity.

Partner Organisations
facilities and staff

In confirming your role in this application you agree to the use of the Partner Organisation facilities and staff for this work.

NHS Costs Nominated
Signatory

In confirming your role in this application you are agreeing to the NHS costs being funded by your organisation (for patients recruited to this trial within the sites covered by your organisation). Further assurance will be sought in relation to NHS costs at other sites. The signatory should be signing on behalf of an NHS site when there are excess treatment costs included in the application.

Representative of the R&D
Function of the Devolved
Country

For research projects originating in Scotland, Wales or Northern Ireland, you will need to provide evidence of support with regards to NHS support and treatment costs (where applicable). The nominated signatory for this section should be an authorised person on behalf of the Public Health Agency in Northern Ireland, the NHS Health Scotland or the R&D office in the lead NHS organisation in Wales. By signing the form, the signatory is agreeing that the excess treatment costs and support costs stated in this application appear reasonable.

For research projects with sites in Northern Ireland (NI), or likely to recruit mainly in NI, the NETSCC programme will need you to provide evidence that the Public Health Agency in Northern Ireland are aware of and approve your NHS Support costs before we can approve any funding. For proposals originating outside NI but using NI as one of many recruitment areas, you will need to contact the Public Health Agency in Northern Ireland before approval, and

they will take the final decision as to whether they will support recruitment there.