User Terms and Conditions

The following terms specify the basis on which you may use the The Brain Tumour Charity Grant Management System. Please ensure that you understand these terms and conditions and your use of the system means you accept these terms and conditions.

Definitions

1.1. "CC Grant Tracker System" (or "system") means the hardware, software, cabling, equipment and communication links which are owned, rented or leased by CC Technology and which CC Technology manages, maintains and supports in order to provide its services;

1.2. "Confidential Information" means all information, in any form, of or concerning one party: (i) that is furnished to, obtained by, or disclosed to, directly or indirectly, the other party in connection with this service and (ii) that is (A) marked or designated in writing in a manner to indicate it is confidential, restricted, or with a similar designation or (B) of a nature that a reasonable person would understand it to be confidential. Confidential Information may include information concerning products, potential products, new business ideas, concepts, business accounts, financial, pricing or contractual arrangements, transactions or affairs, notes, drawings or other materials or documents relating to development plans, research ideas, initiatives and findings, whether in writing, in electronic form or otherwise;

1.3. "Data Protection Legislation" means UK data protection legislation (DPA and GDPR from 25th May 2018) in force from time to time.

1.4. "IPR" means any rights in or to, but not limited to, copyright, design rights, database rights, patents, trademarks, trade secrets, brand names, trade names, technical information or know-how or confidential information and any other rights in respect of any other proprietary, industrial or intellectual property rights (including any moral rights and similar rights), whether registerable or not and wherever existing in the world and including, without limitation, all rights to apply for any of the foregoing rights;

1.5. "Licensed User" means The Brain Tumour Charity and any of its employees, agents, affiliates, partners, subcontractors, grant applicants or grant applicant associates of The Brain Tumour Charity and/or any other persons nominated, directed or allowed by The Brain Tumour Charity to use the CC Grant Tracker System in furtherance of The Brain Tumour Charity’s grant application and management operations;

1.6. "The Brain Tumour Charity" means The Brain Tumour Charity (registered charity in England & Wales (207994) and Scotland (SC038731) and company limited by guarantee (00507597) and/or The Brain Tumour Charity Trading Limited (Registered Charity no.1150054 (England and Wales) SC045081 (Scotland)), whose registered offices are at Hartshead House, 61-65 Victoria Road, Farnborough GU14 7PA.

1.7. "The Brain Tumour Charity Data" means all data or information (i) provided by or on behalf of The Brain Tumour Charity; or (ii) accessed from or through systems used by The Brain Tumour Charity, including data or information entered in software or equipment (including the CC Grant Tracker System) by or on behalf of The Brain Tumour Charity or Licensed Users, and information derived from any of the foregoing information. The Brain Tumour Charity Data includes names and passwords utilised by any Licensed User hereunder; 1

1.8. "The Brain Tumour Charity Items" means any hosting infrastructure, information, software and data (including data generated by The Brain Tumour Charity during the use of the CC Grant Tracker System but excluding the database structure and The Brain Tumour Charity Confidential Information) to be provided by The Brain Tumour Charity or a third party on The Brain Tumour Charity's behalf which CC Technology requires to carry out its services;

1.9. "Personal Data" means personal data as defined in the Data Protection Legislation.

What do these terms and conditions cover?

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

Changes to these terms and conditions

We reserve the sole right to change these terms and conditions. Where possible, we will give you reasonable notice of any changes or modifications and the date that the changes or modifications take effect. Following such notification your continued use of the system will be taken as acceptance of the revised terms and conditions.
System modification

CC Technology will endeavour to ensure that the CC Grant Tracker System is operating and available at all times to The Brain Tumour Charity and Licensed Users. Releases are conducted from 4pm to 6pm, or by prior arrangement, and a maintenance page will be put up to advise users that the system is unavailable. 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.

Use of System

2.1. CC Technology grants a non-exclusive, non-assignable licence to The Brain Tumour Charity and any Licensed User for the duration of the agreement in place with The Brain Tumour Charity to access the CC Grant Tracker System remotely via the Internet through the use of a browser on a computer used by the Licensed Users and The Brain Tumour Charity. Licensed Users will not use the CC Grant Tracker System in order to process, post, transmit, distribute, store or destroy data in any manner:

2.1.1. which infringes any IPR of, trade secrets and/or know-how that belong to, any third party; or
2.1.2. which infringes the privacy or personal data of any person in relation to UK Data Protection Legislation; or
2.1.3. which is deemed defamatory, obscene, threatening, and/or abusive. Any breach by a Licensed User of this Clause 2, shall indemnify The Brain Tumour Charity for such a breach.

2.2. Licensed Users will, keep any password given to him or her by The Brain Tumour Charity, CC Technology or electronically by the CC Grant Tracker System confidential and secure at all times and will not disclose or divulge any such password to any other third party.

2.3. Licensed Users will not, breach or attempt to breach the security of the CC Grant Tracker System, including, without limitation:

2.3.1. intentionally accessing, or attempting to access any data not intended for The Brain Tumour Charity (or any of its Licensed Users) or logging into a server or account to which The Brain Tumour Charity (or any of its Licensed Users) is not authorised to access;
2.3.2. attempting to actively probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; or
2.3.3. attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the CC Grant Tracker System, “overloading”, “flooding”, “spamming” or “mailbombing” or “crashing”.

Hacking into this system for the purpose of adding to or altering the content of the system or sending unsolicited emails (spam), transmitting any offensive or illegal content, and interfering with the general working of the system is illegal and unethical.

Confidentiality

Applicants and other external users shall only have visibility to applications or reviews that they are directly connected to and the Licensed User must inform The Brain Tumour Charity immediately, if they become aware of any such breach, howsoever caused.

3.1. The Brain Tumour Charity acknowledges that it may, in relation to this service, receive or have access to Confidential Information. The Brain Tumour Charity shall:

3.1.1. maintain the users’ Confidential Information in strict confidence and protect such information with at least the same degree of care as The Brain Tumour Charity exercises with its own information, but in no event less than a reasonable degree of care;
3.1.2. not use, reproduce or otherwise deal with such Confidential Information for a purpose other than the performance of its obligations under this service; and
3.1.3. only divulge Confidential Information belonging to users to any of its employees, agents, professional advisers and subcontractors who need to know it and to prevent its disclosure to or access by any other third party without the prior written consent of the user.
3.1.4. will ensure that any party who is given access to the users’ Confidential Information pursuant to this Clause is made aware of the confidential nature of the Confidential Information and covenants to keep it confidential in accordance with terms no less strict than those set out here.

3.2. The provisions of this clause will not apply to the whole or any part of the Confidential Information (except for Personal Data) to the extent that it (i) is already in the public knowledge other than as a result of a breach of this Clause, (ii) after disclosure to a party, is published or otherwise becomes part of the public knowledge through no fault of the receiving party, (iii) was in the possession of the receiving party at the time of disclosure to it without obligation of confidentiality, (iv) after its disclosure to a party, is legally received from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure, (v) is independently developed by the receiving party without reference to, reliance on, or knowledge of Confidential Information of the furnishing party. A party shall not be considered to have breached its obligations with respect to Confidential Information hereunder, by disclosing it by reason of a statutory or regulatory requirement having the force of law or by reason of an order of a court of competent jurisdiction, provided that immediately upon receiving any such request and to the extent that it may legally do so, the receiving party promptly advises the furnishing party of the request prior to making such disclosure in order that the furnishing party may interpose an objection to such disclosure or take action to assure confidential handling of the Confidential Information.

**Liability**

So far as is permitted by law The Brain Tumour Charity accepts no liability for any direct or indirect loss or damage resulting from use of this system. While The Brain Tumour Charity makes all reasonable efforts to ensure no malware or viruses are transmitted via this website, this cannot be guaranteed. The Brain Tumour Charity will not accept liability for any damage caused by viruses or malware and recommends that users safeguard their IT equipment before downloading any information or data from the system. If you believe the content of these pages to be inaccurate or out of date, please notify the The Brain Tumour Charity Management Team.

**Privacy**

The Brain Tumour Charity are committed to protecting your personal information and privacy. Our Privacy Policy outlined below describes how we collect and use personal information. By using our services or participating in our activities, you agree to your personal information being collected and used in the manner set out in our Privacy Policy as updated from time to time.

**How do we collect personal information?**

We collect personal information about you when you interact with us (e.g. by phone or online) or register with us, enquire about our activities, participate in an event, apply to work or volunteer with us, visit our website, or otherwise provide us with your personal information. We record and monitor telephone calls for quality control purposes.

**What personal information do we collect?**

Personal information we collect about you may include your name, postal address, email address and/or phone numbers. The Brain Tumour Charity does not intentionally collect any “sensitive personal data” about grantees or Licensed Users unless there is a legitimate reason for this.

**How do we use personal information?**

We use the personal information collected from Licensed Users for a number of purposes, including:

- to provide you with services, products or information you have requested;
- to provide further information about our work, services, activities or products;
- to further our charitable aims;
- to register, administer and personalise online accounts;
- to analyse and improve our work, services, activities, products or information (including our system) or for our internal records;
- to use IP addresses and monitor website use to identify locations, block disruptive use, record website traffic or personalise the way information is presented to you;
- for administration purposes;
- for fraud prevention, credit risk reduction, or otherwise as required by law or regulation.
Your updates and preferences

It is important that we keep your personal information up to date. You can contact us at any time if your circumstances change.

Do we provide information to other parties?

We will never sell your data to any third party. We will not share your details with other charities for marketing purposes. We will only share information with other organisations where we have your permission to do so in accordance with this Privacy Policy, and where it is necessary for a legitimate reason connected with the services we offer, or where it is required by law or regulation. Sometimes, we may need to share your information with a small number of trusted partners (service providers, agents and affiliated companies) for the purposes outlined above (e.g. a supplier that delivers a service for us). Where we use third parties, we require them to adhere to appropriate controls to protect personal information. Currently, The Brain Tumour Charity use Microsoft Office 365 and Azure products, which are multi-tenant cloud services, for our internal office use; this means that internal documents and information which are generated at The Brain Tumour Charity are stored in cloud services which are hosted within the EEA and subject to those requirements. By using the system, the Licensed User accepts those requirements of use. Exceptionally, we may use tools or services which process data outside the EEA; in these cases The Brain Tumour Charity require suppliers to ensure adequate protection for personal data e.g. Microsoft may provide us with emergency support for Office 365 from outside the EEA in rare circumstances.

Data Security

The Brain Tumour Charity is committed to keeping your personal information safe and secure and we have security policies and technical measures in place to help protect your information. While no data transmission over the internet can be guaranteed to be 100% secure. The Brain Tumour Charity strives to protect your personal information. The Brain Tumour Charity cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk. As a Licensed User you can help protect the integrity of any data that you transmit to The Brain Tumour Charity by taking common precautions such as regularly allowing patching for your operating system, ensuring you are running up to date and supported anti-virus software, and only transmitting data where HTTPS appears at the beginning of the page URL (this refers to the security technology Secure Sockets Layer (SSL) and indicates that the data is being transmitted securely).

Right of Access and Complaints

Licensed Users have the right to ask us for a copy of the personal information we hold about you or ask us to change it if you think it is wrong. Please contact us for more information. If you are unhappy with our use of your personal data, you have the right to complain to the Information Commissioner’s Office. We would encourage you to contact us in the first instance so we can attempt to resolve any concerns.

Data Protection Legislation

4.1. CC Technology will process The Brain Tumour Charity’s data in the course of providing it services as a data processor on behalf of the The Brain Tumour Charity, including personal data relating to grant applicants.

4.2. Each party warrants to the other that it is and will continue to be appropriately notified under the terms of any applicable Data Protection Legislation and any other relevant data protection laws, legislation and regulation.

4.3. Each party warrants that it will comply with the Data Protection Legislation when performing and receiving (as applicable) the Services under this Agreement.

4.4. The Brain Tumour Charity will be the Data Controller (as defined in the Data Protection Legislation) and the parties hereby acknowledge that CC Technology will be acting as Data Processor (as defined in the Data Protection Legislation) in respect of all data processing activities in relation to the services that CC Technology will carry out under its contract with The Brain Tumour Charity.

4.5. Accordingly, to the extent that CC Technology is required, to perform its contract, to process any Personal Data on behalf of The Brain Tumour Charity, CC Technology will:

(a) process Personal Data only in accordance with the written instructions of The Brain Tumour Charity and to the extent, and in such a manner, as is reasonably necessary to perform its contract;

(b) implement adequate technical and organisational measures to protect Personal Data against (i) accidental or unlawful destruction, (ii) accidental loss, alteration, unauthorised disclosure or access, and (iii) any other breach of security ((i), (ii) and (iii) together, a “Security Incident”).
(c) ensure that any person that it authorises to process the Personal Data (including CC Technology's staff, agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty or otherwise), and shall not permit any person to process the Personal Data who is not under such a duty of confidentiality. CC Technology shall ensure that all Authorised Persons process the Personal Data only as necessary for the purpose of providing its services to The Brain Tumour Charity.

(d) not (and will ensure that its personnel do not) publish, disclose or divulge any Personal Data to any third party, nor allow any third party to process Personal Data on its behalf, without the prior written consent of The Brain Tumour Charity;

(e) not transfer Personal Data outside the European Economic Area;

(f) provide all reasonable assistance to The Brain Tumour Charity in a timely manner to enable The Brain Tumour Charity to respond to: (i) any request from a data subject to exercise any of its rights under Data Protection Legislation (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to CC Technology, CC Technology shall promptly (and in any event within 48 hours or receiving such request, correspondence, enquiry or complaint) inform The Brain Tumour Charity providing full details of the same;

(g) if it believes or becomes aware that its processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, promptly inform The Brain Tumour Charity and provide The Brain Tumour Charity with all such reasonable and timely assistance as The Brain Tumour Charity may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority; and

(h) upon becoming aware of a Security Incident, inform The Brain Tumour Charity without undue delay and shall provide all such timely information and cooperation as The Brain Tumour Charity may reasonably require including in order for The Brain Tumour Charity to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable Data Protection Legislation. CC Technology shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep The Brain Tumour Charity up-to-date about all developments in connection with the Security Incident.

4.6. CC Technology will (without prejudice to its obligations in respect of Personal Data in this Agreement):

(a) only process The Brain Tumour Charity’s Personal Data on behalf of The Brain Tumour Charity and only for the purposes of providing the services or otherwise in accordance with its agreement with The Brain Tumour Charity;

(b) not otherwise modify, amend or alter the contents of The Brain Tumour Charity’s Personal Data or disclose or permit the disclosure of any of The Brain Tumour Charity’s Personal Data to any third party unless specifically authorised in writing by The Brain Tumour Charity; and

(c) within 4 hours of discovery notify The Brain Tumour Charity by telephoning The Brain Tumour Charity’s Account Manager and by emailing The Brain Tumour Charity of any loss of or damage to The Brain Tumour Charity’s Personal Data. In the event of any loss of or damage to The Brain Tumour Charity’s Personal Data, CC Technology shall restore the lost or damaged The Brain Tumour Charity Data from the latest encrypted backup, no more than four hours of data loss, of such The Brain Tumour Charity Data.

4.7. Upon termination of either these services and at the choice and direction of The Brain Tumour Charity, CC Technology shall delete or return all The Brain Tumour Charity Personal Data to The Brain Tumour Charity and delete existing copies of The Brain Tumour Charity’s Personal Data.

Law and Jurisdiction

5. The laws and courts of England govern these terms and conditions.