

# IT and Communications Systems Terms of Use

For Applicants to PACE funding  
rounds, Recipients of PACE  
funding and PACE Service  
Providers

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## 1. About these Terms

- 1.1** These IT and Communications Systems Terms of Use (these “**Terms**”) are intended to govern the use of certain IT by Applicants, Recipients and Service Providers (each as defined below) in furtherance of the PACE Programme established by the PACE Partners.
- 1.2** The PACE Partners are the managing partners of PACE, currently:
- **Innovate UK**, part of **UK Research and Innovation**, an executive non-departmental public body established by the Higher Education and Research Act 2017 and sponsored by the Department for Science, Innovation and Technology, whose principal office is at Polaris House, North Star Avenue, Swindon, SN2 1FL;
  - **LifeArc**, a company limited by guarantee incorporated in England and Wales (company number 02698321) and registered charity (charity number 1015243 and SC037861) whose registered office is at Lynton House, 7-12 Tavistock Square, London WC1H 9LT; and
  - **Medicines Discovery Catapult Limited**, a company limited by guarantee incorporated in England and Wales (company number 09928547) whose registered office is at Block 35g, Mereside Alderley Park, Alderley Edge, Macclesfield, Cheshire, England, SK10 4ZF (“**MDC**”).
- 1.3** In its capacity as the PACE Partner responsible for contracting with third parties on behalf of the PACE Programme, MDC has arranged to put in place the IT and communications systems set out in clause 2.1 (the “**Systems**”) for the benefit of the PACE Programme. The Systems are intended to promote effective communication and working practices between the PACE Partners, Applicants, Recipients, and Service Providers. These Terms outline the standards that must be observed when using the Systems, how MDC will monitor their use, and the action MDC will take if these Terms are breached.
- 1.4** It is a condition of use of the Systems that each Applicant, Recipient and Service Provider, and any Users (as described in clause 3 below), comply with these Terms in force from time to time. These Terms are deemed accepted by the use of any of the Systems.
- 1.5** MDC has overall responsibility for these Terms, including keeping them under review. MDC will review these Terms annually during the duration of the PACE Programme and more frequently if necessary (i.e. in the event of any change to the Systems). MDC reserves the right to recommend amendments to these Terms when necessary, for approval by the PACE Partners.
- 1.6** These Terms shall apply to each of the Applicants, Recipients, Service Providers, and any Users that the foregoing permit to use the Systems. MDC may update these Terms from time to time by uploading the latest version to the PACE website.
- 1.7** **Applicant(s)** are any organisation(s) or individual(s) that apply to receive an award from the PACE Programme.
- 1.8** A **Project Award Agreement** is an agreement for the payment of grant funding between a Recipient and MDC, which is entered into pursuant to the PACE Agreement.
- 1.9** **Recipient(s)** are any organisation(s) or individual(s) that receive an award from the PACE Programme under a Project Award Agreement.
- 1.10** A **Service Agreement** is an agreement between MDC and a Service Provider for provision of services to the PACE Programme (including any Recipient Project), including any Programme Services Agreement where such Service Provider is also part of PACE’s Delivery Partner Network.

**1.11 Service Provider(s)** are any organisation(s) or individual(s) that provide any services to a PACE Partner and/or a Recipient as part of the PACE Programme.

## **2. IT and Communications Systems**

**2.1** To the extent that such Systems are required by them to apply for and/or receive an Award from the PACE Programme or provide services for the benefit of the PACE Programme (as applicable), MDC will make the following IT and communication systems available for use by the Applicants, Recipients, and Service Providers to support the PACE Programme through the provision of individual named user accounts/licenses:

**2.1.1** Coupa, a procure to pay system, to be used for invoicing and payment;

**2.1.2** Microsoft SharePoint sites for collaboration with internal and external stakeholders;

**2.1.3** Submittable, a grant management platform for the purposes of managing PACE Programme funding call and grant award processes.

**2.2** Each Applicant, Recipient, and Service Provider must not, and must take reasonable steps to procure that each of its Users (as defined in clause 3 of these Terms) will not, do or fail to do anything that would cause MDC to be in breach of any terms of use in place between MDC and the suppliers of the Systems. MDC will make the relevant terms of such terms of use available to the Applicant, Recipients, and Service Providers in writing on request.

**2.3** MDC provides the Systems to the Applicants, Recipients and Service Providers on an execution only, “as is” basis without accepting any liability in relation to their use by the Applicants, Recipients and Service Providers or their Users (as defined in clause 3 below). MDC shall ensure that it has and, for so long as it makes the Systems available to the Applicants, Recipients and Service Providers and their Users, shall retain, appropriate rights to use the Systems for the PACE Programme and to make such Systems available to the Applicants, Recipients, and Service Providers, and any Users nominated by them.

## **3. Users**

**3.1** Each Applicant, Recipient, and Service Provider is responsible for nominating users, who may access and use the Systems (each a “**User**”). It is envisaged that each User will usually be an employee of the relevant party, however a party may nominate any party that they choose. Nominations are made in writing and submitted to the MDC Programme Director by e-mail at [Beverley.isherwood@paceamr.org.uk](mailto:Beverley.isherwood@paceamr.org.uk) and shall specify which of the Systems a nominated User requires access to and use of.

**3.2** MDC will provide new Users with the necessary username and log in information to access the Systems and with a copy of these Terms.

**3.3** MDC will maintain a register of Users and will share this with the PACE Partners on request.

**3.4** MDC shall provide to each Applicant, Recipient, and Service Provider and each individual User such materials and documentation as is required to enable Users to use the Systems appropriately. Such materials may include any user guides or other instructions and any relevant training materials and MDC shall make training on using of the Systems available to Users where necessary.

**3.5** Applicants, Recipients, and Service Providers must ensure that their Users use reasonable endeavours to use the systems in compliance with any documentation provided by MDC pursuant to clause 3.4.

#### **4. Security and Passwords**

- 4.1** Users are responsible for the security of any IT equipment that may be used to access the Systems. Users must not allow anyone else to use or access Systems other than in accordance with these Terms. Users must use passwords on all IT equipment on which the Systems may be accessed. Users must keep their passwords confidential and change them regularly.
- 4.2** Users must only log on to Systems using their own usernames and passwords, where they have been allocated such. Users must not use another User's username and password or allow anyone else to log on using their username and password.

#### **5. Systems and Data Security**

- 5.1** Users must not delete, destroy or modify the Systems or associated programs, information or data (except as authorised by MDC in the proper performance of duties).
- 5.2** Users must not download or install software from external sources that may compromise the Systems or introduce viruses or other malware to the Systems.

#### **6. Monitoring**

In order to comply with any legal obligations which it is subject to and to ensure compliance with these Terms, use of the Systems by Users (including any personal use), may be monitored by MDC. All such monitoring by MDC shall comply with the law and with the terms of any Project Award Agreement, Service Agreement or any other agreement in place between MDC the Applicant, Recipient or Service Provider (as applicable), including all obligations regarding confidentiality and data protection and shall not be more intrusive than is necessary to achieve the stated objectives.

#### **7. Prohibited Use of the Systems**

- 7.1** MDC may terminate the access of any Applicant, Recipient, Service Provider, and/or any individual User, in the event of any use of the Systems in breach of these Terms.
- 7.2** Subject to clauses 2.2, 2.3 and 3.3 above, each Applicant, Recipient, and Service Provider shall be liable to MDC for the acts and omissions of its Users in breach of these Terms.