



Vitae Researcher Development Framework Planner

Last updated: April 2013

User Terms and Conditions

These User Terms and Conditions (together with the documents referred to in them) tell you the terms of use on which you may make use of the Vitae Researcher Development Framework Planner accessible via www.rdfplanner.net (the **RDF Planner Web Page**) and any materials published on or generated by it (**RDF Planner**).

Please read these User Terms and Conditions carefully before you subscribe to this service and start to use the RDF Planner. By using the RDF Planner, you indicate that you accept these User Terms and Conditions and that you agree to abide by them.

Information about the RDF Planner

The RDF Planner is an interactive, web-based service, developed by Vitae and hosted on Microsoft Windows Azure, which uses the content of the Vitae Researcher Development Framework (see www.vitae.ac.uk/rdf) (**RDF**) to enable researchers to plan their professional development (the **Service**). The RDF Planner allows researchers to:

- reflect on their achievements against the RDF
- identify opportunities for further development
- create an action plan
- record evidence of progress

Information about us

The RDF Planner has been developed and is made available by the Careers Research and Advisory Centre (CRAC) Limited (**we, us, our**). We are a company registered in England and Wales under company number 00825036 and have our registered office at Sheraton House, Castle Park, Cambridge, CB3 0AX, United Kingdom. CRAC is a registered charity under number 313164. Our main trading address is Sheraton House, Castle Park, Cambridge CB3 0AX, United Kingdom. Our VAT number is GB 100205694.

Vitae's vision is to lead world-class professional and career development of researchers. Vitae is a programme that champions the professional and career development of postgraduate researchers and research staff in higher education institutions and research institutes. Vitae works in partnership with higher education institutions, research organisations, funders, and national organisations to meet society's need for high-level skills and innovation and producing world-class researchers. www.vitae.ac.uk

Vitae is managed by CRAC: The Career Development Organisation. CRAC is the independent, UK organisation dedicated to supporting career development and active, career-related learning www.crac.org.uk

Accessing the RDF Planner and the Service

Access to the RDF Planner and the Service is restricted to:

- **Individual Subscribers** who have paid the applicable annual subscription fee, in accordance with the terms applicable to that service, and these User Terms and Conditions (the **Subscription Fee**); and



- **Organisational Subscribers** who have been invited to use the RDF Planner by an organisation under a subscription granted by us (an **Organisational Subscription**) and which has paid the applicable annual fee due under (and complied in all other respects with) that Organisational Subscription.

You are entitled to access the RDF Planner during the **Subscription Period**, which:

1. if you are an Individual Subscriber, is 12 months from which you have paid the Subscription Fee;
2. if you are an Organisational Subscriber, is as long as the applicable Organisational Subscription remains in force

provided that your right to access the RDF Planner shall immediately come to an end, without liability to us, if:

- in our opinion you have failed to comply with any of the provisions of these User Terms and Conditions;
- we believe that your use of the RDF Planner or the Service represents a direct or indirect threat to Microsoft Windows Azure's network function or integrity, or anyone else's use of the Microsoft Windows Azure platform;
- it is reasonably necessary to prevent unauthorized access to any other user's data;
- it is necessary to comply with legal requirements;
- you are an Individual Subscriber and you have decided not to renew your subscription in accordance with (and subject to) these User Terms and Conditions; or
- you are an Organisational Subscriber, and (i) your Organisation has breached the terms of its Organisational Subscription; (ii) its Organisational Subscription comes to an end; or (iii) your organisation terminates your access to the RDF Planner

You must keep confidential any username, password or other information provided to or chosen by you in order to access the RDF Planner. You will not share that information with any third party nor allow any third party to access the RDF Planner using that information.

Suspension or termination of Service

Access to the Service (and to the RDF Planner) may be suspended or terminated by us without notice and without liability, if we decide in our sole discretion to suspend or terminate the Service.

Should we cancel the Service or your access to it or the RDF Planner entirely and *without cause*, you will, if you are an Individual Subscriber, be entitled to a refund on a pro rata basis of the amount of any Subscription Fee that you have paid which corresponds to the unexpired portion of the Subscription Period remaining upon cancellation.



Individual subscriber payment

The Subscription Fee shall be the amount published from time to time on the RDF Planner Web Page as the applicable fee for Individual Subscribers to access the RDF Planner and the Service.

The Subscription Fee:

- shall be payable in the manner and at the time stated on the RDF Planner Web Page;
- shall, unless otherwise stated in these User Terms and Conditions, be non-cancellable and non-refundable;
- is inclusive of value added tax, which is at the rate and in the manner from time to time prescribed by law.

Cancellation

If you are an **Individual Subscriber** (and therefore a consumer):

- you have the legal right to cancel a contract under the Consumer Protection (Distance Selling) Regulations 2000 (Regulations), during the period set out below;
- you will have seven days (the **Cooling Off Period**) beginning on the day on which the contract between us is agreed (i.e. when you have paid your subscription fee) to cancel your agreement with us;
- this means that during the Cooling Off Period if you change your mind or for any other reason you decide you do not want to make use of the RDF Planner and the Service, you can notify us of your decision to cancel your subscription and receive a refund of the Subscription Fee;
- if you wish to cancel your subscription, please email rdfplannerhelpdesk@vitae.ac.uk

User data

We will process information inputted by you to the RDF Planner (**User Data**) and information forming part of your User Profile (**User Profile**) in accordance with our [Privacy Policy](#). By using the RDF Planner and Service, you consent to such processing, and agree that we may use your User Data and User Profile as set out in our [Privacy Policy](#).

You undertake to ensure that the User Data is not defamatory, offensive or otherwise unlawful or inappropriate and does not infringe any third party's privacy, intellectual property or other rights, and you indemnify us for any breach of that undertaking. We have the right to remove any User Data which is (in our sole discretion) deemed inappropriate.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the RDF Planner. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

We have a licence to use UK trade mark "VITAE" (trade mark number 2488330). "CRAC" is a UK registered trade mark number of which we are the proprietor (trade mark number: 1338222). You may not make use of either mark without our prior written permission.



Vitae Researcher Development Framework Planner

You may download and print off reports generated by the RDF Planner, and any page of the RDF Planner, solely for the purposes of your own professional development, unless otherwise stated. Our status (and that of any identified contributors) as the authors of the RDF Planner must always be acknowledged.

If you print off, copy or download any part of the RDF Planner in breach of these User Terms and Conditions, your right to use the RDF Planner will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

To the extent that any intellectual property rights subsist in your User Data and/or User Profile, you confirm that we have the right to make such use of your User Data and/or User Profile as is stated in these User Terms and Conditions and in our [Privacy Policy](#), as updated from time to time.

If you are an Organisational Subscriber you are responsible for making yourself aware of, and you must comply with, any IT or similar policy of your Organisation.

Prohibited use of the RDF Planner and Service

You must not (except as may be allowed by any applicable law which is incapable of exclusion, or expressly permitted under this Agreement):

- attempt to copy, modify, translate, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the RDF Planner or Service in any form or media or by any means;
- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the RDF Planner;
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the RDF Planner or the Service available to any third party; or
- attempt to gain (or assist third parties in gaining) unauthorised access to the RDF Planner, the Service, the server on which the RDF Planner or Service is hosted or any server, computer or database connected to the RDF Planner or Service; or
- introduce to the RDF Planner or Service viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful nor attack the RDF Planner or Service via a denial-of-service attack or a distributed denial-of-service attack;

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the RDF Planner, the Service or any website linked to it.



Links from the RDF Planner

Where the RDF Planner or the Service contains links to other sites and resources, these links are provided for your information only. We have no control over the contents of sites or resources provided by third parties, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Please note that additional terms apply to linked resources made available by us (for example on our website www.vitae.ac.uk) and may also apply to linked resources made available by third parties.

If you are an Organisational Subscriber, please note that some or all of the links contained in the RDF Planner may have been included by your organisation, and we have no responsibility for the decision to include those links.

Technical support and availability

Individual Subscribers: We shall use commercially reasonable efforts to respond to requests for technical support or other queries received from Individual Subscribers using the “help and support” facility within the RDF Planner. Provided such efforts have been made, we shall not be responsible for any loss or damage caused by any delay in responding, or failure to respond to a request or query.

Organisational Subscribers: Organisational Subscribers must contact the organisation which invited them to access the RDF Planner for technical support, and for all other queries relating to the RDF Planner.

Individual and Organisational Subscribers: You acknowledge and agree that we are reliant on third parties to make the RDF Planner available to you, and we shall not be liable if for any reason the RDF Planner (including any User Data) is unavailable at any time or for any period in the case of system failure, necessary maintenance or repair or for reasons beyond our reasonable control including, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting us or our suppliers.

In the event that Microsoft Windows Azure should cease to host the RDF Planner for any reason, we shall use reasonable endeavours to ensure the continuity of the service and to mitigate the effects of any disruption. You acknowledge and agree however that we shall not be liable for any suspension of or delay to the service incurred in those circumstances.

We reserve the right to update or change the RDF Planner at any time.

Our liability

The RDF Planner has been designed to the best of our ability based on our research, experience and knowledge in this field.

Save that nothing in this section shall restrict your statutory rights, neither we nor Microsoft (as the owner of Windows Azure) give any warranty as to the accuracy, suitability, reliability, completeness, performance, or satisfactory quality of the RDF Planner or the Service, and we give no guarantee that it will have a positive impact on your career development. Any decisions or action taken by you on the basis of your use of the RDF Planner or the Service is at your sole discretion and risk and you should obtain individual professional advice where necessary.

To the extent permitted by law and save that nothing in this section shall restrict your statutory rights, we hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by common law or the law of equity;
- any liability for any indirect or consequential loss or damage incurred by any user in connection with the RDF Planner or in connection with the use, inability to use, or results of the use of the RDF Planner, any websites linked to it or any materials posted on the RDF Planner or linked websites.

To the extent permitted by law, our liability is limited to direct damages:

- if you are an Individual Subscriber and where we are liable for any direct loss, this will be limited to the Subscription Fee paid in respect of the Subscription Period during which the loss arose;
- if you are an Organisational Subscriber and where we are liable to pay for any direct loss, this will be limited to a sum equivalent to the total amount that is payable for an Individual Subscription Fee during the Subscription Period during which the loss arose.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, the RDF Planner, although we retain the right to bring proceedings against you for breach of these User Terms and Conditions in your country of residence or any other relevant country.

These User Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Contact us

If you have any questions regarding these User Terms and Conditions please contact:

Vitae c/o CRAC Ltd
Sheraton House
Castle Park
Cambridge
CB3 0AX
United Kingdom

Tel: 01223 460277

Email: rdfplannerhelpdesk@vitae.ac.uk

Variations

We may revise these User Terms and Conditions at any time by amending this page. When we make changes we will revise the 'last updated' date at the top of these User Terms and Conditions. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you.