

# Terms and Conditions for ICT-4MRPQ Mobile App

Effective Date: 30 December 2023

## 1. Introduction

Welcome to the ICT-4MRPQ Mobile Application ("App"), a platform designed to enhance research quality and relevance in Ugandan Higher Education Institutions (HEIs) through improved ICT integration and policy reforms. By using the App, you agree to these Terms and Conditions ("Terms"). Please read them carefully before continuing. If you disagree with any of these Terms, do not use the App.

## 2. Partners and Implementation

The ICT-4MRPQ project is implemented by a consortium of partners dedicated to strengthening research in Ugandan HEIs, including:

- i. National Council for Higher Education (NCHE)
- ii. Makerere University
- iii. Makerere University Business School
- iv. Mbarara University of Science and Technology (MUST)
- v. Universidade de Lisboa (ULisboa), Portugal
- vi. Vrije Universiteit Amsterdam (VU), Netherlands
- vii. Kyazze, Kankaka & Co. Advocates
- viii. UCCSRI Ltd

Their invaluable contributions are fundamental to our success.

## 3. Definitions

**HEI:** Higher Education Institution

**UGC:** User Generated Content

**Authorized Use:** Accessing and using the App for its intended purpose within the ICT-4MRPQ project framework.

**Unauthorized Use:** Accessing the App without authorization, creating unauthorized accounts, impersonating others, disrupting the App, or violating laws.

#### **4. Account Creation and Eligibility**

- i. Account creation is restricted to authorized university personnel within participating HEIs, including faculty staff responsible for managing student and supervisor accounts.
- ii. To use the App, you must be a registered student or university management representative at one of the participating HEIs.
- iii. Impersonation and creation of unauthorized accounts are strictly prohibited.

#### **5. Intellectual Property**

The App and its content, including text, graphics, logos, images, and software, are owned by ICT-4MRPQ or its licensors and protected by intellectual property laws. Modifying, copying, distributing, transmitting, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, or selling any App content or information without our express permission is strictly prohibited.

#### **6. User Conduct**

Use the App only for its intended purpose within the ICT-4MRPQ project framework and following these Terms.

Refrain from:

- i. Impersonating anyone
- ii. Interfering with the App's functionality
- iii. Posting or transmitting illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, fraudulent, privacy-invasive, or racially/ethnically offensive UGC
- iv. Attempting unauthorized access to the App or its systems
- v. Using the App for commercial purposes without our express written consent
- vi. Sharing research or project-related information outside the designated project scope or with unauthorized individuals
- vii. Engaging in plagiarism or presenting others' work as your own

## **7. Purpose and Restrictions**

- i. The App facilitates improved research management, communication, and data tracking within the ICT-4MRPQ project framework for authorized students and university staff.
- ii. Sharing research or project-related information outside the designated project scope or with unauthorized individuals is strictly prohibited.
- iii. Plagiarism detection and prevention are integral to the App's purpose. Submitting plagiarized content or claiming others' work as your own constitutes a violation of these Terms.

## **8. Green Deal Commitment**

The App embraces the Green Deal principles by utilizing technology to reduce physical transport and communication footprint. Users are encouraged to use the App responsibly and contribute to minimizing environmental impact.

## **9. Termination**

We may terminate your access to the App for any reason, at any time, without notice, including violation of these Terms, misconduct, inactivity, or plagiarism. We may also remove any UGC that violates these Terms.

## **10. Disclaimers and Limitations of Liability**

The App is provided "as is" and without any warranties, express or implied.

We do not warrant that the App will be uninterrupted, error-free, or secure. We will not be liable for any damages arising out of your use of the App, including direct, indirect, incidental, consequential, or punitive damages. However, we will not be liable for data breaches resulting from our own negligence.

## **11. Governing Law and Dispute Resolution**

These Terms will be governed by and construed under the laws of Uganda.

Any dispute arising out of or relating to these Terms will be resolved by binding arbitration under the Arbitration Rules of the Uganda Arbitration Center.

The arbitration shall be conducted in English and shall be held in Kampala, Uganda.

## **12. Entire Agreement**

These Terms constitute the entire agreement between you and us concerning the App and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.