

Terms and Conditions of Use for External Users Accessing the EIPP Shared Applicant Pool

These Terms and Conditions (“Terms”) govern access to and use of the [EIPP Shared Applicant Pool \(“ShAP”\)](#) made available by the European Molecular Biology Laboratory (“EMBL”).

EMBL operates the ShAP as an important initiative under its official mission to deliver advanced teaching and training in molecular biology. The ShAP is available free of charge to all eligible registered users.

By registering for an account to access the ShAP, the user (“User”, “you”) confirms that: (i) they have read, understood, and agree to be bound by these Terms; and (ii) they are accepting these Terms on behalf of their employer or affiliated institution (“Institution”), and that they are authorized to bind that Institution. References to “you” and “User” in these Terms mean both the individual user and, when the context so requires, the Institution.

If you are not able to accept and meet these Terms, please do not proceed with registration and do not use the ShAP.

1. PURPOSE OF THE SHAP; ELIGIBILITY

- 1.1 The ShAP provides access to applications for PhD positions, including applicants’ personal data, educational and professional background, scientific interests, referee contact details (where applicable) and related information (“Applicant Information”) of PhD applicants who consented to have their materials shared externally for the purpose of identifying other academic/professional opportunities (“Purpose of the ShAP”).
- 1.2 The ShAP is updated after each EIPP recruitment round with new applicants replacing the previous set.
- 1.3 You may only access the Applicant Information solely to evaluate potential engagement with Applicants for the Purpose of the ShAP. Any other use is prohibited unless expressly authorized in writing by EMBL.
- 1.4 Access to the ShAP is restricted to Principal Investigators, scientists, and researchers who lead their own research group and hold a current academic affiliation with a university, research institute, or comparable publicly funded or non-profit research organization (“Eligible Institutions”).
- 1.5 By registering, you represent and warrant that you:
 - (a) are engaged in scientific or scholarly research activity;
 - (b) are currently employed by, appointed by, or formally affiliated with an Eligible Institution to lead your own research group;
 - (c) will use the ShAP solely in connection with your professional academic or research responsibilities in line with the purpose of the ShAP; and
 - (d) can provide evidence of such affiliation upon request.

- 1.6 EMBL reserves the right to request verification of eligibility at any time, including institutional email confirmation, proof of appointment, or other documentation.
- 1.7 EMBL may refuse, suspend, or revoke access if it determines, in its sole discretion, that the User or Institution does not meet the eligibility requirements.

2. USER ACCOUNTS AND CREDENTIAL SECURITY

- 2.1 Access to the ShAP requires a user account. You represent and warrant that all information provided during account creation is accurate and kept up to date.
- 2.2 You must keep your username, password, and all other login credentials confidential and must not:
 - (a) share them with any other individual,
 - (b) allow unauthorized access, or
 - (c) circumvent or attempt to circumvent any access control.
- 2.3 You are responsible for all activities conducted under your account, whether or not authorized by you.
- 2.4 If you become aware of, or suspect any breach of these Terms, you must notify EMBL immediately at graduate-office@embl.org.

3. PERMITTED USERS AND INTERNAL SHARING

- 3.1 Access to Applicant Information is granted on an individual-user basis.
- 3.2 You may only disclose Applicant Information internally within your Institution on a strictly need-to-know basis, and solely to individuals:
 - (a) who are involved in Applicant evaluation for the Purpose of the ShAP, and
 - (b) who are informed of and agree to comply with obligations equivalent to these Terms.
- 3.3 You must not share Applicant Information with any third party outside your Institution under any circumstances. For clarity, disclosure of Applicant Information is only permitted within your Institution in accordance with clause 3.2.

4. PROHIBITED USES

You must not, and must not permit others to:

- a. use Applicant Information for any commercial, marketing, promotional, surveillance, or profiling activities;
- b. use Applicant Information to create derivative databases or populate existing systems beyond what is necessary for the Purpose of the ShAP;
- c. use automated tools, scraping, harvesting, or similar data-extraction methods on the ShAP;
- d. attempt to download entire datasets or circumvent access limits;
- e. use the ShAP in any manner that violates applicable laws, data protection rules, or ethical standards.

5. DATA PROTECTION AND CONFIDENTIALITY

5.1 Applicant Information constitutes personal data and is subject to the applicable data protection laws which for EMBL means its [Internal Policy No. 68](#) and for You the data protection and privacy laws, rules and regulations applicable at the place where the Institution operates.

5.2 You agree that:

- (a) You will process the Applicant Information as an independent data controller, only to the extent necessary to achieve the purpose set out in Clause 1 hereof. Processing for any other purpose is not permitted, unless (i) You have provided notice to the PhD Applicants and (ii) they have consented to such processing or another valid legal basis applies;
- (b) You will process the Applicant Information in compliance with any applicable laws, rules and regulations, any internal rules and policies of the Institution, as well as any instructions, guidelines, codes, etc. of any competent regulatory or supervisory authority;
- (c) You will have access only to Applicant Information that is adequate, relevant and limited to what is necessary in relation to the purpose set out in Clause 1 hereof.
- (d) You will inform any PhD Applicants of the source of the Applicant Information and You shall provide them with any applicable privacy notice or statement, should You elect to contact them.

5.3 EMBL reserves the right to modify, update and/or remove the Applicant Information at any time, in particular in order to keep it up to date and accurate and/or in order to comply with any request or revocation of consent of a PhD Applicant. Should you become aware of any inaccuracies, You will notify EMBL without undue delay.

5.4 Applicant Information must be treated as confidential, and must not be stored, copied, or transferred except as strictly necessary for the Purpose of the ShAP. You must take

appropriate technical and organisational measures in order to protect the Applicant Information against any accidental or unlawful destruction, loss, damage, alteration, unauthorised disclosure or access and any other form of unlawful processing.

- 5.5 You will notify EMBL at graduate-office@embl.org, as soon as possible, and in any event within 48 hours, after becoming aware of any loss of the Applicant Information and/or any breach of the technical and organisational measures taken under clause 5.4 above. Without prejudice to EMBL's privileges and immunities, the Parties shall cooperate with each other to facilitate the handling of any such data breach.
- 5.6 You must delete any copies of Applicant Information upon completion of the evaluation process and/or at the request of EMBL and/or any PhD Applicant.

6. INTELLECTUAL PROPERTY

- 6.1 All intellectual property rights in the ShAP, its software, layout, design, and content belong exclusively to EMBL or its licensors.
- 6.2 Nothing in these Terms grants you rights other than the limited license to access and use the ShAP as expressly stated herein.

7. AVAILABILITY AND DISCLAIMER

- 7.1 The ShAP is provided on an "as is" and "as available" basis. EMBL does not guarantee uninterrupted or error-free operation.
- 7.2 EMBL excludes all implied conditions, warranties, representations or other terms that may apply to the ShAP or any content on it. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- 7.3 We will not be liable to you for any loss or damage, whether in contract, tort, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - (a) use of, or inability to use, the ShAP; or
 - (b) use of or reliance on any content available on the ShAP.
- 7.4 In particular, we will not be liable for any indirect or consequential loss or damage.
- 7.5 EMBL does not verify or endorse the accuracy, completeness, or current relevance of any Applicant Information.
- 7.6 EMBL is not responsible for decisions you make based on Applicant Information.

8. INDEMNIFICATION

You and your Institution agree to indemnify, defend, and hold harmless EMBL, its personnel, affiliates, and partners against any claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising out of or related to:

- a. any misuse of the ShAP or Applicant Information,
- b. breach of these Terms,
- c. violation of applicable law, or
- d. unauthorized disclosure of Applicant Information by You.

9. SUSPENSION AND TERMINATION

- 9.1 Access to the ShAP is granted to eligible users for an initial period of two years, which may be renewed upon request, subject to verification of continued eligibility by EMBL.
- 9.2 We may modify, suspend, or discontinue any or all parts of the ShAP without prior notice.
- 9.3 Your rights under these Terms will automatically terminate and your account will be removed if:
 - (a) You breach any of the terms herein;
 - (b) Security concerns arise;
 - (c) EMBL modifies, suspends, or discontinues the ShAP.
- 9.4 Upon termination, you must immediately cease all access and delete all Applicant Information in your possession.

10. GOVERNING LAW AND JURISDICTION

- 10.1 All disagreements or difficulties concerning these Terms shall be resolved through good faith negotiations. Any dispute, controversy or claim which cannot be settled amicably shall be referred to and finally determined by arbitration in accordance with the ICC Arbitration Rules. The seat, or legal place, of arbitration shall be Heidelberg, Germany. The language to be used in the arbitral proceedings shall be English.
- 10.2 These Terms shall be governed by general principles and rules of international commercial contract law as compiled and developed by the International Institute for the Unification of Private Law (UNIDROIT), i.e. the UNIDROIT Principles of International Commercial Contracts Law (2016), which shall apply where: (a) a matter is not specifically covered by the agreement; or (b) a provision is ambiguous or unclear. Such reference shall be made

exclusively for the matter or provision concerned, and shall in no event apply to the other provisions of the agreement.

- 10.3 EMBL is an international organization. Nothing in these Terms nor any document or activity under or in relation thereto shall be deemed or interpreted as a waiver, express or implied, of any privileges or immunities accorded to EMBL by its constituent documents or international law.

11. CHANGES TO THE TERMS

EMBL may update these Terms from time to time. Material changes will be communicated to Users or posted on the ShAP. Continued use after changes constitutes acceptance of the updated Terms.

12. CONTACT

For questions related to these Terms or the ShAP, please contact: EMBL Graduate Office at graduate-office@embl.org.