

**Smartphone App Declaration Form for Free Apps to Launch on Apple App Store and Google Play Store**

Please note this form is only to be used for free apps for publication under ‘Imperial College London’ name where Imperial College London has participated in the development of the app and the app will be a College app. If you wish to charge for the app, please contact [Imperial College Innovations Ltd](https://www.imperial.ac.uk/enterprise/staff/industry-partnerships-and-commercialisation/who-to-contact/) for advice about commercial opportunities.

If a third party is asking for a licence to use the name ‘Imperial College London’ on an app it wishes to roll out, please contact the [College Secretary for prior approval](https://www.imperial.ac.uk/brand-style-guide/visual-identity/third-party-use-of-the-college-name/).

The College must ensure it complies with the terms of its smartphone licences (i.e. developer, distribution and end user) and avoids infringing any third party rights. App developers are requested to complete this form to provide clearance for College to publish the app. Contact ICT if you do not have copies of any of the licences or policies mentioned below.

In addition to signing this declaration form you must also download and fill out an [app project brief](https://imperiallondon.sharepoint.com/%3Ax%3A/s/serv/commspub/EYMv1WPR-n9OpuFe1heTas8BGev4t7hIAGuNsx4cZ7AGlA?e=4i3xBz).

**Name and Purpose of the App:\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Distribution markets (i.e. Apple or Google Play): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Developer undertakings**

I/We confirm:

That I/we have read the latest and/or relevant version of the Apple and/or Android Developer Distribution Agreement (available from ICT) and any policies referred therein (e.g. Google Play Developer Program Policies) and hereby agree to comply with these terms and confirm that the App conforms with these terms: Yes / No (delete as applicable)

In particular:-

**End User Licence Agreement (EULA)**

*If neither of the standard EULAs below are being used please attach the EULA you are intending to use in order for the College’s Legal Services Office to review it.*

I/We confirm:

1. Apple: Apple’s standard EULA is being used: [ ] Yes [ ] No
2. Android: Google’s standard Android EULA is being used: [ ] Yes [ ] No

**Use of names, trademarks and logos**

*The App should only display names, trademarks or logos of an organisation which has expressly permitted such use.*

Is College’s name, trademark or logo i.e. “Imperial”, “Imperial College”, “Imperial College London”, “ICL”, “ICSTM”, “Imperial College of Science, Technology and Medicine” etc. displayed on the App?

[ ] No

[ ] Yes and written consent for this use, and the manner of its use, has been obtained from the College’s Communications & Public Affairs Division (style.guide@imperial.ac.uk). *Please see* [*https://www.imperial.ac.uk/brand-style-guide*](https://www.imperial.ac.uk/brand-style-guide)

Are the names, trademarks or logos of other organisations displayed on the App?

[ ] No

[ ] Yes and written permission to use this logo has been provided (*please attach a copy of this permission*)

**Intellectual Property (IP) due diligence** (to identify if there is any non-College IP in the app)

*Written consent from the external collaborators and/or organisations involved in generating the App will be required prior to the App’s publication.*

I/We confirm:

1. the App was created and developed only by College individuals: [ ] Yes [ ] No (if ‘no’ please supply details of any contractual arrangements)
2. the App was developed with another organisation:
[ ] No

[ ] Yes and written consent to publish has been provided (*please attach a copy of this permission*)

1. Are there any rights owed to another organisation/funder relating to the publication of the app by virtue of any grant or contract funding that supported the development of the app:

[ ] No

[ ] Yes and written consent to publish has been provided (*please attach a copy of this permission*) or, if no consent is required, please provide the relevant grant or contract documentation and explain why no consent is required (*on a supplemental page to this form*)

[ ] Don’t know

*If you have checked “don’t know” to question (c) above, please refer to* your Faculty Contracts Team in the first instance*.*

**Content**

I/We confirm:

Apple: that the content of the App complies with clause 3 of Apple’s iPhone Developer Program License Agreement: [ ] Yes [ ] No

Android: the content of the App complies with Google’s Play Developer Program Policies:

[ ] Yes [ ] No

**Medical devices**

Could the app be considered a medical device i.e. a product used in healthcare for the diagnosis, prevention, monitoring or treatment of illness or disability? Please refer to MHRA ([www.mhra.gov.uk](http://www.mhra.gov.uk)) for guidance.

[ ] No

[ ] Yes and they have been contacted and a copy of the correspondence with them is attached.

**Privacy and data collection**

I/We confirm:

[Data Protection Impact Assessment](https://www.imperial.ac.uk/admin-services/secretariat/information-governance/data-protection/processing-personal-data/data-assessments/) has been considered, actioned and recorded in line with the College requirements.

[ ] Yes

[ ] No and an explanation is provided in a supplemental page to this form

[ ] Apple: that the App complies with all privacy and data collection laws and regulations with respect to any collection, transmission, maintenance, processing, use, etc. of the user's location data or personal information by the App (<https://www.imperial.ac.uk/media/imperial-college/staff/web-guide/public/Apple-Developer-Agreement.pdf>)

[ ] Android: that if the App users provide or if the App accesses or uses, user names, passwords, or other login information or personal information, the users are aware that the information will be available to the App and a privacy notice and protection has been provided for those users. The App only uses that information for the limited purposes for which the user has given you permission to do so. If the App stores personal or sensitive information provided by users, it does so securely and only for as long as it is needed. I/We have not entered into a separate agreement with the users that allows us or the App to store or use personal or sensitive information directly related to the App (<https://play.google.com/about/privacy-security-deception/>).

**College reserves the right to remove the app from the store/s at any point, should issues arise.**

Signatures (all the authors/developers of the App)

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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