



RSE UNLOCKING AMBITION ENTERPRISE FELLOWSHIPS Terms and Conditions

The following terms and conditions should be read carefully alongside the guidelines before completing the application form. Together with the guidelines, they form the complete terms and conditions and are an integral part of the application form.

INTRODUCTION

1. The Royal Society of Edinburgh and the Scotland Can Do Unlocking Ambition programme supports Enterprise Fellowships with the objective of increasing exploitation of ideas with commercial potential. The Enterprise Fellowships are designed to enable an individual to advance the commercialisation of existing research outcomes or innovative developments, whilst also receiving formal training in relevant business skills.
2. The Enterprise Fellow is expected to play an important (though not necessarily the leading) role in developing a new business, around an innovative idea developed by the Enterprise Fellow (either individually or with others).

INTELLECTUAL PROPERTY RIGHTS - DEFINITIONS

For this application, the following words shall have the following meanings:

"Intellectual Property Rights" or "IPRs" means any and all intellectual property or industrial rights of any description anywhere in the world including any patents, trademarks, domain names, registered designs, copyright (including rights in computer software, object and source code), rights in the nature of copyright, database rights, semi-conductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether such rights referred to in this definition are registered, unregistered, able to be registered or not) and any applications or rights to apply for registration of any of them, any and all divisions and continuations of said applications and the right to claim priority from any of the applications together with any registered rights resulting from any such applications or rights to apply for registration.

"IPR Owner" means the owner of the intellectual property rights necessary for the conduct of the Fellowship or the formation of a business by the Enterprise Fellow as a result of the Fellowship. The owner can be the Applicant him/herself, the Host Institution including without limitation any of its subsidiaries or agents who own the IPR or any third parties owning the IPR relevant to the Fellowship. The applicant should consult with the Host Institution's Commercialisation Office, Technology Transfer Office or equivalent to confirm the IPR Owner of any Intellectual Property Rights related to the Fellowship.

“Background Intellectual Property Rights” or “Background IPRs” means any Intellectual Property Rights needed in order for the Enterprise Fellow to exploit the Foreground Intellectual Property Rights.

“Foreground Intellectual Property Rights” or **“Foreground IPRs”** means any Intellectual Property Rights created, developed, produced or made by the Enterprise Fellow during the course of and funded as part of the Enterprise Fellowship, including the results of the Enterprise Fellowship.

“Option”, means a promise to negotiate a further agreement to allow access to Background IPRs and Foreground IPRs to the Enterprise Fellow’s Nominee (by a license; exclusive, non-exclusive or sole or assignment of the IP). This further agreement will be negotiated timely upon reaching of the milestones of the Commercialisation Plan.

“Commercialisation Plan” means a plan of action to commercialise Background and/or Foreground IPRs agreed between the Enterprise Fellow and the Host Institution’s Commercialisation Office, Technology Transfer Office or equivalent. The commercialisation plan will include the actions to be undertaken by the Enterprise Fellow in line with the Fellowship requirements (such as creating a business plan) with appropriate input and support from the Host Institution’s Commercialisation Office, Technology Transfer Office or equivalent. The plan will be revised and updated during the quarterly meetings between the Enterprise Fellow and the Host Institution’s Commercialisation Office, Technology Transfer Office or equivalent to reflect the unfolding best route to market.

“Fellow’s Nominee” means a Nominee designated by the Enterprise Fellow to exercise the Option by negotiating the terms of a further agreement (which may, for example, be a company started by the Enterprise Fellow, a third party company or another entity).

INTELLECTUAL PROPERTY RIGHTS – TERMS AND CONDITIONS

Background IPR

3. It is acknowledged that the Background IPRs necessary to advance the commercialisation of the research related to this Enterprise Fellowship may require to be obtained from various sources. The Enterprise Fellow and the Host Institution shall meet to discuss the Fellow’s requirements with regards to IPRs throughout the Enterprise Fellowship.
 - a) Where the Enterprise Fellow is the sole owner of the Background IPRs in the innovation field relevant to the Enterprise Fellowship, these rights remain with the Enterprise Fellow and must be assigned to the Enterprise Fellow’s company.
 - b) Where the Background IPRs are owned by third parties different from the Host Institution (*e.g.* a different University, its subsidiary or a company, *etc.*), they remain with the third party but the Enterprise Fellow must secure access to these third party Background IPRs prior to the commencement of the Fellowship. The Enterprise Fellow shall provide evidence of the right to exploit the Background IPRs at the RSE’s request.
 - c) Where the Host Institution solely owns or has the right to exploit the Background IPRs in the innovation field relevant to this Enterprise Fellowship, these rights must be made available to the Enterprise Fellow’s Company:
 - i) Upon acceptance of the Enterprise Fellowship award, the Host Institution grants an exclusive Option to negotiate the acquisition of the rights to exploit all or any part of the Background Intellectual Property Rights as defined in the application form for the

express purpose of exploitation of all or any part of the Background IPRs to the Enterprise Fellow's company. The Option is granted for the period of 36 months from the date of commencement of the Fellowship.

- ii) The Option will be exercised timely and, in negotiating the terms of the further agreement to the acquisition of the Background Intellectual Property Rights, the parties will act reasonably and in good faith.

Foreground IPR

- 4. The Foreground IPRs created by the Enterprise Fellow in the course of the Enterprise Fellowship will belong to the Enterprise Fellow's company unless a special agreement is made prior to the start of the Fellowship.

Background and Foreground IPR

- 5. The rights to exploit the Background and Foreground IPRs for research and academic purposes remain with the IPR owner.
- 6. If the Background and/or Foreground IPRs which are the subject of an Enterprise Fellowship have not yet been protected, then the RSE requires the IPR Owner to take all reasonable steps to protect the IPR arising from this research having regard to the appropriate exploitation route for the Fellowship. This can include patenting or otherwise asserting or protecting these rights but may also include maintaining the IPRs as confidential.
- 7. The Host Institution agrees that it will enter into appropriate confidentiality agreements with the Enterprise Fellow and potential investor, business mentor, advisor or other third party to allow the Enterprise Fellow to disclose information relating to the research, including the IPR to such third parties.

SELECTION PROCESS

- 8. Selection will be by open competition run by a Selection Committee chosen by Royal Society of Edinburgh. The members of the Selection Committee will have signed appropriate confidentiality agreements. Short-listed candidates will be required to present their proposal for commercialisation to the Selection Committee. The Selection Committee's decision is final.
- 9. **Short-listed candidates will be called for interview between 5 and 21 June.** Candidates must be available to attend the interview or they will not be considered. A Skype interview will be considered depending on circumstances; however alternative interview dates cannot be requested.
- 10. If a material change in the applicant's circumstances should occur after submitting the application, please notify the Enterprise Officer in writing or by email. Applicants are asked not to telephone the RSE's offices to enquire about the progress of specific applications.

OPERATION OF THE FELLOWSHIP

- 11. The Enterprise Fellow's salary can be paid from the maintenance grant provided to the Enterprise Fellow's company. A £25,000 grant is available for Scottish based participants, up to £35,000 is available for the UK/Europe based participants and up to £50,000 is available for overseas participants to enable them to obtain entrepreneurs visas.

12. Travel, consumables, equipment and business consultancy support costs up to £10,000 will be reimbursed. An additional business development fund (up to £10,000) may be made available to an Enterprise Fellow on the production of a strong business case. The availability of the additional funds will require to be pre-approved by the RSE and the funder after review of the business case. The Enterprise Fellow may be required to attend a meeting to explain the need for the additional funds. Where funds are granted a separate report will be required to explain how they have been used to progress the business idea.
13. A percentage of payment may be withheld from the Enterprise Fellow's company if the Enterprise Fellow fails to meet the requirements of the Fellowship described in these Terms and Conditions, including the meeting and reporting requirements below. This award may be withdrawn should the Enterprise Fellow be found guilty of misconduct or unacceptable behaviour (both personal and work-related).
14. The host institution may submit a claim to the RSE for a contribution to its hosting costs of £6000. This will be dependent on the IP position and will be paid to the host institution, not to the Enterprise Fellow or his/her company.

MEETINGS AND PRESENTATIONS REQUIRED FROM SUCCESSFUL APPLICANTS

15. Whenever possible, the Host Institution's representative may be invited to attend the mid-term review and final presentations of the Enterprise Fellow.
16. Successful applicants will be required to meet with the participating business training provider, the Entrepreneur Business School Ltd, **in week commencing 25 June** and to attend an event prior to the formal start of the Fellowship in late on **28 June 2018**. Enterprise Fellows are expected to attend all the elements of the training and complete any requested assignments.

REPORTING REQUIREMENTS FROM SUCCESSFUL APPLICANTS

17. During the Enterprise Fellowship, Enterprise Fellows will provide quarterly short reports (to a format provided by the RSE) to enable the RSE and the funder to monitor the progress of the Fellowship, identifying the work that has been completed and specifying the work for the next quarter. Enterprise Fellows are required to give two six-monthly presentations on the progress during the Fellowship.
18. At the end of the Enterprise Fellowship a final presentation is required and a final report must be submitted within 6 weeks of the completion of the Enterprise Fellowship comprising:
 - description of the innovation or the research underpinning the business idea
 - a full product specification
 - a development plan showing the timescales and costs required to reach a final production model
 - a strategy for commercialisation
 - a business plan (including a marketing plan and a sales plan)
 - a description of how the project will be progressed

The results of the project will be reviewed by a Committee which may include the Technology Transfer Officer, Research Office or equivalent of the HEI concerned and representatives of the funders. The members of this Committee have signed appropriate confidentiality agreements.

19. After completion of the Enterprise Fellowship an annual update is required from the Enterprise Fellow on the ongoing commercialisation process and achievements for a minimum of 5 years. It is a condition of this award that any transfer of IPR to any commercialising company or other third party must include an express condition that this information be made available to the RSE on a yearly basis.

DATA PROTECTION STATEMENT

The RSE and Funders process all personal information in line with the [UK Data Protection Act 1998](#) and their own Data Protection policies. Information collected for the purposes of the Enterprise Fellowships Programme will be used as follows:

20. Project summaries and personal data from applications will be transferred to publicly available databases. The following details will be transferred for all funded projects:

- title and project summary;
- host institution and department;
- name of applicant;
- name of any project partners;
- the value of the award;
- start and end dates and duration of the award.

The Funder may use information provided on the proposal form in processing the proposal, any grant awarded and subsequent payment, including maintenance and review processes.

This includes:

- registration of proposals
- operation of the Funder's grants processing and management information systems
- the preparation of material for use by peer review panels
- statistical analysis to inform the evaluation of the Fellowship undertaken and the study of trends
- policy and strategy studies
- economic impact

Applicants have the right to opt out if they do not wish their personal data or information that could affect Intellectual Property Rights to be transferred to the databases, and can do so by advising RSE in writing, by writing to the Enterprise Officer.

STATE AID:

21. The support provided to Enterprise Fellows through the Unlocking Ambition Enterprise Fellowships is considered de minimis aid and is granted under EC Commission Regulation No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty to de minimis aid ("the Regulation"). There is a ceiling of €200,000 for all de minimis aid provided to any one recipient over a 3 year period. The support provided will be relevant if the Enterprise Fellow wishes to apply, or has applied for any other de minimis aid. It is a requirement that applicants declare within their written application form the details of any prior de minimis aid received (or pending decision) with respect to the proposed business venture. For the purposes of the Regulation, the Enterprise Fellow must retain details of the grant aid received through the Programme for a period of 3 years from the date of formal offer of the award, and produce these details on request by appropriate UK or European public authorities. The total value of the

award will be confirmed by the RSE at the end of the Award.

It is a condition of this award that Enterprise Fellows inform the RSE in advance if there are any other public sources that they may access during the Fellowship. (For further information on state aid please visit www.stateaidscotland.gov.uk)

DISPUTE RESOLUTION

22. In the event of any dispute between the Enterprise Fellow and the Host Institution (including, those specifically arising in relation to Background Intellectual Property Rights or Foreground Intellectual Property Rights) then all parties shall attempt to resolve the dispute in good faith by negotiation, possibly involving reference to an external mediator and/or external expert, within a timescale specified by RSE in writing. Where this proves unsuccessful, the Enterprise Fellow and Host Institution will refer the matter to the President of the Royal Society of Edinburgh or his/her nominee to determine how the matter should be resolved.

ACCEPTANCE OF REGULATIONS

23. By signing this application form and accepting the grant offer letter both the Host Institution and the applicant for the Enterprise Fellowship award agree to be bound by the Guidelines and Terms and Conditions upon acceptance of the award by the Host Institution. Each of the Funder and the Royal Society of Edinburgh shall be entitled to enforce these Guidelines and Terms and Conditions.

March 2018