



Terms & Conditions

The following Terms & Conditions should be read carefully alongside the Application Guidelines before completing the Application Form. Together, they form the complete Terms & Conditions and are an integral part of the Application Form.

INTRODUCTION

1. The RSE and the Funding institutions support 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 technological 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 a technological 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 Enterprise 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 (TTO) 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, TTO 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, TTO or equivalent. The plan will be revised and updated during the quarterly meetings between the Enterprise Fellow and the Host Institution’s Commercialisation Office, TTO 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 & 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 regularly meet to discuss the Fellow’s requirements with regards to IPRs throughout the Enterprise Fellowship (clause 14 of these Terms & Conditions).
 - a) Where the Enterprise Fellow is the sole owner of the Background IPRs in the technology field relevant to the Enterprise Fellowship, these rights remain with the Enterprise Fellow.
 - 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. The Host Institution must facilitate access and negotiation to these third-party Background IPRs to the Enterprise Fellow, prior to the commencement of the Fellowship. The Host Institution 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 technology field relevant to this Enterprise Fellowship, these rights must be made available to the Enterprise Fellow’s Nominee:
 - 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 Nominee. The Option is granted for the period of 18 months for full time Enterprise Fellows and 36 months for part time Enterprise Fellows from the date of commencement of the Enterprise Fellowship.

- ii) The Option will be exercised timely upon reaching of the milestones of the Commercialisation Plan as agreed according to these Terms & Conditions. In negotiating the terms of the further agreement to the acquisition of the rights to 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 normally belong to the Host Institution but must be made available to the Enterprise Fellow's Nominee:
 - a) 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 Foreground Intellectual Property Rights, as defined in the application form, to the Enterprise Fellow's Nominee. The Option is granted for the period of 18 months for full time Enterprise Fellows and 36 months for part time Enterprise Fellows from the date of the commencement of the Enterprise Fellowship.
 - b) The Option will be exercised timely upon reaching of the milestones of the Commercialisation Plan as agreed according to these Terms & Conditions. In negotiating the terms of the further agreement to the acquisition of the rights to the Foreground Intellectual Property Rights, the parties will act reasonably and in good faith.
 - c) The Foreground Intellectual Property created by the Enterprise Fellow cannot be offered by the Host Institution to third parties other than the Enterprise Fellow for 18 months for full time Enterprise Fellows and 36 months for part time Enterprise Fellows from the date of commencement of the Enterprise Fellowship.

Background and Foreground IPR

5. The rights to exploit the Background and Foreground IPRs for research and academic purposes remain with the Host Institution.
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. The RSE will not accept applications from those applicants who have applied more than three times or have received an Enterprise Fellowship in the past. Only individual applications will be eligible. Applications submitted by a team or company will not be accepted.

9. Selection will be by open competition run by a Selection Committee chosen by the RSE. 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.
10. Short-listed candidates will be called for interview. 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.
11. 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

12. The salary for the Enterprise Fellowships will be within the scales for Research staff in Higher Education Institutions, currently in the range shown on the front of the application form, pro-rata if applicable. Corresponding scales will apply to an Enterprise Fellowship held in a Research Institute. Depending on circumstances higher salaries may be considered where it is fully justified and the host institution demonstrates a financial commitment to the Enterprise Fellowship. However, please note that this will need to be expressed in a covering letter. Overheads will not be paid and are at the expense of the Host Institution. Superannuation benefits will apply and salaries will be adjusted from time to time to take account of nationally agreed pay settlements.
 - a) BBSRC part-time Fellowship option - 50% part-time basis (up to 2 years). Available to all eligible researchers seeking to build on BBSRC funded research (PhDs, PDRAs, Fellows, Lecturers, Professors etc.) Noting the salary level that can be requested through the Scheme (currently capped at £40,792) we welcome resourceful approaches to enabling senior academics to take up an Enterprise Fellowship. Such approaches could include using the salary support to pay for additional resources to cover an academics teaching duties for the duration of the Enterprise Fellowship, allowing the applicant to take up the Enterprise Fellowship on a part-time basis. BBSRC are flexible in how we support the salary of the Fellows and we welcome similar approaches proposed by university finance/admin offices.
13. The statement of support from an application TTO or equivalent must be included with each application. Significant attention is paid to this letter during the selection process. It relates specifically to the proposal and should explain in detail how the Host Institution sees the project being taken forward as well as how the Host Institution intends to support the work involved. Statements should demonstrate committed buy-in from the office and consideration should be given to the points outlined in the Application Guidelines. It is important to note that by agreeing to the Terms & Conditions of the Enterprise Fellowship the Host Institution is also accepting an obligation to offer, for a period of 18 months for full time Enterprise Fellows and 36 months for part time Enterprise Fellows, a license to all intellectual property relating to the technology under development.
14. Enterprise Fellowships must be undertaken within a UK HEI for BBSRC and BP Enterprise Fellowships and within Scotland for SE funded Enterprise Fellowships. On conclusion of the Enterprise Fellowship, Enterprise Fellows much intend to commercialise the project within the UK for BBSRC and BP, and within Scotland for SE.

15. Travel, consumables, equipment and business consultancy support costs up to £5,000 will be reimbursed. An additional support fund (up to £5,000) may be made available to an Enterprise Fellow on the production of a strong business case. For BP and SE funded Fellowships, an extra £3,000 may be provided for the fellow to attend the business training. 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.
16. Payment to the institution will be subject to satisfactory performance and adherence to the Terms & Conditions governing this Enterprise Fellowship. A percentage of payment may be withheld from the institution if the Enterprise Fellow fails to meet the requirements of the Enterprise Fellowship described in these Terms & Conditions, including the meeting and reporting requirements below. In accepting this award, the Host Institution is expected to have in place policies covering misconduct together with procedures that would be applied should the Enterprise Fellow fail to abide by them. This award may be withdrawn should the Enterprise Fellow be found guilty of misconduct or unacceptable behaviour (both personal and work-related).

MEETINGS AND PRESENTATIONS REQUIRED FROM SUCCESSFUL APPLICANTS

17. Upon receipt of the award and before the commencement of the Fellowship, the Enterprise Fellow and Host Institution's Commercialisation Office, TTO or equivalent will arrange a minuted meeting to discuss the IPRs related to the Enterprise Fellowship, the cooperation with the Enterprise Fellow, possible routes to commercialisation leading to a draft Commercialisation Plan.
18. Where appropriate, there will also be regular, at least quarterly minuted meetings to discuss the progress of cooperation, assessing which milestones of the Commercialisation Plan have been reached and if updates to the Commercialisation Plan are needed. The Enterprise Fellow is responsible for arranging these meetings with the Host Institution's Commercialisation Office, TTO or equivalent. The Host Institution shall provide the minutes at the RSE's request.
19. Whenever possible, the Host Institution's Commercialisation Office, TTO or equivalent representative may be invited to attend the mid-term review and final presentations of the Enterprise Fellow.
20. Successful applicants will be required to meet with the participating business training provider prior to the start of the Enterprise Fellowship. Enterprise Fellows are expected to attend all the elements of the training and complete any requested assignments.

REPORTING REQUIREMENTS FROM SUCCESSFUL APPLICANTS

21. During the Enterprise Fellowship, Enterprise Fellows will provide quarterly short reports (to a format provided by the RSE) to enable the RSE and the funders 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.
22. 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 technology or the research underpinning the business idea.

- Full product specification.
- Development plan showing the timescales and costs required to reach a final production model.
- Strategy for commercialization.
- Business plan (including a marketing plan and a sales plan).
- Description of how the project will be progressed.

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

- 23.** 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 Scheme will be used as follows:

- 24.** 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;
 - 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

To meet the Research Councils' obligations for public accountability and the dissemination of information, details of research grants may also be made available on the Research Councils' web sites and other publicly available databases, and in reports, documents and mailing lists.

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: Applicable to Research Council funded fellowships only (BBSRC)

25. The Enterprise Fellowship is intended to support the knowledge exchange and technology transfer activities of the Higher Education Institution or Research Institute in which the research is to be carried out, which are considered to be of a non-economic character in accordance with section 3.1.1 of the Community Framework for State Aid for Research and Development and Innovation (2006) (Community Regulation 2006/C323/01), and as such it does not amount to state aid. It is the responsibility of the Higher Education Institution or Research Institute to ensure that the requirements of section 3.1.1 are met at all times.
26. The Higher Education Institution or Research Institute must also ensure that in its relations with any spin-out company or other undertaking engaged in economic activity relating to the subject-matter of the Enterprise Fellowship it does not itself grant state aid by passing onto such undertaking the benefit of any aid which has been granted to it under the terms of the Enterprise Fellowship (or if it does that, it complies with the requirements for giving aid to young innovative enterprises or another applicable exemption).

DE MINIMIS AID: Applicable to Scottish Enterprise funded Enterprise Fellowships only

27. The support provided to Enterprise Fellows through Scottish 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 Scheme 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

28. 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



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 & Conditions upon acceptance of the award by the Host Institution. Each of the Funder and The RSE shall be entitled to enforce these Application Guidelines and Terms & Conditions.

