Therapy Accelerator Competition: Terms and Conditions

Please read this document carefully before submitting your application.

1. Definitions and Interpretation

1.1 In these Terms, the following definitions apply:

- **Academic Research Centre**: means a university or professional research organisation;

- **Application Assessment Criteria**: means the criteria set out in the “Information for Applicants” document;

- **Awardee**: means an academic research group or start-up company which has been successful in applying for a funding award from Hertfordshire Science Partnership;

- **Collaboration Agreement**: means a collaboration agreement between the Awardee and the University, which both parties shall enter within three months of the issue of an award letter and in advance of a project starting (a template of which shall be available from the University upon request);

- **Competition**: means the competition for applicants wishing to make use of the Hertfordshire Science Partnership’s Therapy Accelerator;

- **Competition Closing Date**: means 8th September 2017;

- **Competition Period**: means 3rd July 2017 to 8th September 2017;

- **Designated Premises**: means an appropriate facility that will be procured by the University through an open tender process;

- **Funder**: means the European Regional Development Fund (ERDF);

- **Industry**: means the life sciences industry;

- **Intellectual Property Rights**: means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

- **Panel**: means a group of representatives from Industry and the University which will consider applications for this Competition against the application assessment criteria;

- **R&D**: means research and development;

- **Research Project**: means an applicant’s project to be undertaken under a Collaboration Agreement between the Awardee and the University;

- **University**: means University of Hertfordshire Higher Education Corporation of College Lane, Hatfield, Hertfordshire AL10 9AB.
2. Applications and eligibility of applicants

2.1 Applications will only be accepted during the Competition Period. Submissions received after the Competition Closing Date will not be considered.

2.2 Applicants must be an Academic Research Centre or a start-up company (as defined by EU guidelines).

2.3 Applications are welcome from organisations based across the UK. However, all work must be completed at the Designated Premises within Hertfordshire.

2.4 Applications shall only be accepted if submitted, using the official pro-forma provided, to hsp@herts.ac.uk.

2.5 Applications will fall within the following subject areas:
   - Medicinal Chemistry and Drug Discovery;
   - Pharmacology;
   - Cell Therapies and cell therapy manufacturing;
   - Tissue engineering technologies;
   - Formulation and Product Development; and
   - Bioanalytical technologies.

2.6 Applications will also involve fundamental R&D (as defined by EU guidelines).

2.7 Applications shall also be assessed for their R&D translation plan and/or route to commercialisation.

2.8 All applications must be endorsed in writing by an appropriate member of academic staff from the University, confirming that they will be collaborating as a co-investigator on the proposed Research Project.

2.9 All information supplied on the application form will be treated as confidential, and only made available to the University’s scheme administrators and Panel to the extent necessary for processing the application, and subject to the confidentiality terms set out below.

2.10 All successful applicants will be required to provide an appropriate lay summary of the Research Project for publication and marketing purposes and, by submitting their application, applicants agree to the University publishing such details of Research Projects.

2.11 Applications will be assessed for their collaborative strength and value for money. Applications are expected to demonstrate the synergistic effect of the funding award – e.g. by way of matched contribution (e.g. research expenses, researcher or investigator staff time, facilities and/or equipment provision required to undertake the Research Project).

2.12 All applications will be expected to demonstrate an incentive effect. In other words, they will demonstrate why the Research Project could not proceed without accessing the funding provided by the University. This could include, for example, demonstrating that the Research Project would not be completed without the funding.

3. Evaluation of applications

3.1 All applications will be reviewed at a meeting of the Panel. The Panel shall have sole discretion in judging the applications against the Application Assessment Criteria and deciding upon the successful applications; and their decision shall be final.

3.2 Following the review of all applications against the Application Assessment Criteria, a decision will be made on whether or not an applicant was successful. The scheme administrator will provide written feedback to all applicants within ten (10) working days of the date of the Panel meeting. The Panel will
not enter into further correspondence regarding its decisions.

4. **Value and duration of award(s)**

4.1 The University may award any one successful Awardee/Research Project up to seven hundred thousand pounds (£700,000) worth of resources – which shall consist of staff, laboratory facilities and consumables. The University reserves the right to make multiple awards up to the value of seven hundred thousand pounds (£700,000), in aggregate.

4.2 The duration of any successful Research Project shall not exceed twenty-four (24) months from commencement and, in any case, all Research Project must be completed by 31 December 2019.

4.3 An award will not confer entitlement or preference in respect of any further funding under this or any other University scheme or any scheme run by University subsidiaries.

5. **Arrangements for awards**

5.1 Once Awardees have been confirmed, the scheme administrators will contact the Awardees to agree the ongoing procurement and audit requirements for the duration of the Research Project.

5.2 Funding for an award will be subject to ERDF and EU State Aid rules, and will be made to an organisation, not to an individual researcher. Funding may not be transferred to any other organisation in the event that the named applicant researcher(s) moves to another organisation during the time of the award.

5.3 Awardees shall enter into a Collaboration Agreement with the University prior to the start of any Research Project. Research Projects may involve a single award to one organisation, or multiple awards, held by different organisations. Each Awardee entering a Collaboration Agreement with the University shall, before the start of their Research Project, provide written confirmation to Hertfordshire Science Partnership that an appropriate Collaboration Agreement is in place. Written confirmation must be sent to: hsp@herts.ac.uk.

5.4 All funding must be used on or before 31 December 2019. No research expenses for goods or services received after this date will be funded, irrespective of whether they were procured prior to 31 December 2019.

5.5 All requested funding for travel will be reviewed across the entire portfolio of successful awards. The University make no guarantee that requested travel costs will be funded, and a revision to the budget may, where necessary, be requested by the University from time to time.

5.6 Excluding an Awardee’s own matched contribution, all staff, expenses, consumables and procurement will be managed by the University. For the avoidance of doubt, no funds will be transferred from the University to an Awardee. A successful award will entitle the Awardee to access the services of University researchers and a research supervisor to undertake a Research Project to an agreed project plan. A research expenses contribution may be agreed at a maximum rate of £10K per funded researcher per annum.

5.7 Should it be necessary to access facilities using award funds, such facilities will be procured by the University on behalf of the relevant Research Project pursuant to appropriate EU procurement regulations.

5.8 Each Awardee shall consult with the University in the event of any major change in the Research Project, including failure to gain access to research facilities and services, or failure to gain ethics committee approval for the Research Project, particularly such failures as may make it unlikely that the objectives of the Research Project can be achieved. In addition, for research involving the use of animals or human participation, any substantive changes from the experimental design endorsed by the awarding Panel that might have an impact on the ethical characteristics of the Research Project must be authorised by the University. Such changes would include, but shall not be limited to, the use of different animal species and/or changes to the experimental design or clinical protocol. If appropriate, revised proposals may be
required. The University reserves the right to make a new award in place of the existing award, or to revise, retain or terminate the existing award, in light of such changes.

5.9 In the event that the named applicant researcher(s) ceases to be employed by the organisation in receipt of the awarded funding, a named replacement researcher must be nominated by the Awardee.

5.10 Transfers of funds between budgeted expenditure headings shall be permitted only where such transfers are within and between directly incurred costs of the Research Project, and following agreement in writing from the University. Funds cannot be transferred from research costs to fund further staffing. Funds may be transferred to travel or equipment (including computing equipment) following agreement in writing from the University. However, funds can only be transferred and used to meet the cost of activity or activities that meet the agreed aims and objectives of the Research Project.

5.11 Requests for equipment purchases using the awarded funds will be considered for items up to £1,000. Only in exceptional circumstances will items costing in excess of £1,000 be considered. All equipment must be primarily for use on the Research Project itself. The University may wish to retain ownership of equipment purchased using the awarded funds throughout the period of the Research Project and beyond. In such cases, the terms of the award will be subject to review by the University.

5.12 After an award has been made, the duration of the Research Project may be extended at no additional cost, subject to prior written approval of the University. Extensions will, however, only be considered in exceptional circumstances, and the duration may only be extended at the sole discretion of the University. Extensions will be limited to the additional time needed to complete the Research Project. Any request for an extension should therefore state the reasons for the delay and explain how the extra time requested will enable the remaining work to be completed. Any extension may be allowed where it is necessary to enable the agreed work to be completed. However, all work must be completed by 31 December 2019. All requests for extensions should be made via email to hsp@herts.ac.uk.

5.13 In the event of a Research Project with matched contributions from the successful organisation being awarded, the Awardee may be required to complete and return an expenditure statement within three (3) months of the end date of a Research Project.

5.14 The University will require a final report on the conduct and outcome of each Research Project. All reports must be submitted by the Awardee within three months of the end of the award, and must be completed on the form provided. In the event that an Awardee is prevented from submitting their final report within the set period, the Awardee may request in writing an extension for further time to submit their report. All written requests for extensions may be made via hsp@herts.ac.uk.

5.15 Any Awardee failing to abide by the terms of the award may be required to relinquish use of the designated laboratory facilities, and reimburse the University for any expenditure incurred up to and including the date at which the Awardee is required to relinquish such resources.

6. R&D Exploitation and Intellectual property

6.1 Terms as to the treatment of any intellectual property from the Research Project, including exploitation, will be subject to the Collaboration Agreement between the Awardee and the University.

7. Confidentiality and Freedom of Information

7.1 Both the Awardees and the University shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives (including all such information as is set out in any application or Research Project forming part of this Competition) which are of a confidential nature and have been disclosed by one Party (the “Disclosing Party”), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party’s business, or products or services. A party in receipt of any such confidential information (the “Recipient”) shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality.
corresponding to those which bind the Recipient. Such obligations of confidentiality shall survive for a period of two years following the end or termination of each Research Project. Each Collaboration Agreement shall also contain appropriate confidentiality terms regarding information and intellectual property forming part of each Research Project.

7.2 The University is committed to meeting its legal obligations under the Freedom of Information Act 2000 (“FOIA”). Accordingly, it may be required to disclose any information submitted in an application in response to a request under FOIA. If any information submitted in an application to the University is regarded as confidential or commercially sensitive, such information shall be marked by the applicant as ‘confidential’. In fulfilment of the University’s obligations under FOIA, the University reserves the right and discretion to disclose any such confidential information upon receipt of a FOIA request provided that the University gives the applicant concerning as much notice of the disclosure as possible.

8. General

8.1 The University reserves the right to terminate the award at any time for any reason on 30 days’ prior written notice to the Awardee.

8.2 These terms and conditions and any dispute or claim arising out of or in connection with these terms shall be governed by the laws of England and Wales. The English Courts will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms (including non-contractual disputes or claims).

If you have any questions regarding the terms stated above, please contact the scheme administrators via hsp@herts.ac.uk.