



## Terms & Conditions

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

### Introduction

1. The Royal Society of Edinburgh or “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 science or technology based outcomes or developments, whilst also receiving formal training in relevant business skills.
2. The Enterprise Fellow is expected to take a leading role in developing a new business based on a Commercial Proposal 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 divisionals 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 IPRs necessary for the conduct of the Enterprise Fellowship or the formation of a new business by the Enterprise Fellow as a result of the Enterprise Fellowship. The owner can be the Enterprise Fellow him/herself, the Host Institution including, without limitation, any of its subsidiaries or agents who own the IPR or any third parties and/or other project partners different from the Host Institution owning the IPRs relevant to the Enterprise Fellowship. The Enterprise Fellow should consult with the Host Institution’s Commercialisation Office, Technology Transfer Office (TTO) or equivalent to confirm the Owner of any IPRs related to the Enterprise Fellowship.

**“Background IPRs”** means any IPRs (as also defined in the Application Form) needed in order for the Enterprise Fellow to exploit the Foreground IPRs.

**“Foreground IPRs”** means any IPRs (as also defined in the Application Form) created, developed, produced or made by the Enterprise Fellow during and funded as part of the

Enterprise Fellowship, including the results of the Enterprise Fellowship.

**“Exclusive 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 IPRs). The Exclusive Option is granted for the duration period of the Enterprise Fellowship and 6 months after the end date of the Enterprise Fellowship. 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 Enterprise Fellowship requirements (such as creating a business plan) with appropriate input and support from the Host Institution’s Commercialisation Office, TTO or equivalent. The Commercialisation Plan will be revised and updated during quarterly meetings between the Enterprise Fellow and the Host Institution’s Commercialisation Office, TTO or equivalent to reflect the unfolding best route to market.

**“Enterprise Fellow’s Nominee”** means a Nominee designated by the Enterprise Fellow to exercise the Exclusive Option by negotiating the terms of a Further Agreement (which may, for example, be a new business, such as a company, started by the Enterprise Fellow, a third-party company or another entity).

**“Further Agreement”** means an Agreement between the Enterprise Fellow’s Nominee and the Host Institution with the aim that the Background and Foreground IPRs required for the Enterprise Fellow’s new business has been identified, IPR ownership has been clarified, IPR access arrangements have been discussed, and all parties are comfortable that IPR access arrangements will be formally agreed, at the appropriate time, in line with, but not limited to, Clauses 2 – 4.

**“Collaboration Agreement”** means, when the Background IPRs are owned by third parties and/or other project partners different from the Host Institution, an Agreement between the Host Institution and the Enterprise Fellow’s Nominee, whereby the Host Institution facilitates and negotiates access to these Background IPRs for the Enterprise Fellow’s Nominee exploitation.

## **Intellectual Property Rights**

### **Background IPRs**

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 Enterprise Fellow’s access requirements with regards to IPRs throughout the Enterprise Fellowship.
  - a) Where the Enterprise Fellow is the sole owner of the Background IPRs in the technology field relevant to the Enterprise Fellowship, these Background IPRs remain with the Enterprise Fellow.
  - b) Where the Background IPRs are owned by third parties and/or other project partners different from the Host Institution, the basis of collaboration between the Enterprise Fellow and the Host Institution, including ownership of IPRs and rights to exploitation, is expected to be set out in a formal Collaboration Agreement between the Enterprise

Fellow's Nominee and the Host Institution. The Host Institution must facilitate and negotiate access to these third-party Background IPRs to the Enterprise Fellow, prior to the commencement of the Enterprise 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 Background IPRs 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 the Enterprise Fellow's Nominee to negotiate the Further Agreement to allow access to all or any part of the Background IPRs, as defined in the Application Form, for the express purpose of exploitation of all or any part of the Background IPRs by the Enterprise Fellow's Nominee. The Exclusive Option is granted for the duration period of the Enterprise Fellowship and 6 months after the end date of the Enterprise Fellowship.
  - ii) The Exclusive 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, the parties undertake to act reasonably and in good faith.

#### **Foreground IPRs**

- 4. It is acknowledged that the Foreground IPRs created by the Enterprise Fellow during the Enterprise Fellowship may normally belong to the Host Institution. These Foreground IPRs 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 the Enterprise Fellow's Nominee to negotiate the Further Agreement to allow access to all or any part of the Foreground IPRs, as defined in the Application Form, for the express purpose of exploitation of all or any part of the Foreground IPRs by the Enterprise Fellow's Nominee. The Exclusive Option is granted for the duration period of the Enterprise Fellowship and 6 months after the end date of the Enterprise Fellowship.
  - b) The Exclusive 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, the parties undertake to act reasonably and in good faith.
  - c) The Foreground IPRs created by the Enterprise Fellow cannot be offered by the Host Institution to third parties other than the Enterprise Fellow's Nominee for the duration period of the Enterprise Fellowship and 6 months after the end date of the Enterprise Fellowship.

#### **Background and Foreground IPRs**

- 5. The rights to exploit the Background and Foreground IPRs for research and academic purposes remain with the Host Institution, notwithstanding the requirement by the Host Institution to retain confidentiality.
- 6. If the Background and/or Foreground IPRs which are the subject of an Enterprise Fellowship have not yet been identified, then the RSE requires the IPR Owner to take all reasonable steps to identify the IPRs arising from the Enterprise Fellow's research,

having regard to the appropriate exploitation route chosen by the Enterprise Fellow's Nominee. Identifying the IPRs can include protecting the IPRs by patenting or otherwise asserting or protecting these IPRs, but may also include maintaining the IPRs as confidential.

7. In individual cases, where the Enterprise Fellowship has been funded by a UKRI Research Council (RC), that RC reserves the right to retain ownership of IPRs (or assign such IPRs to a third party under an Exploitation Agreement) and to arrange for the IPRs to be exploited for the national benefit and that of the Host Institution involved.
8. 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 IPRs, to such third parties.
9. The RSE takes no stake in the IPRs being exploited by an Enterprise Fellow through an Enterprise Fellow's Nominee.
10. The Enterprise Fellow has the responsibility to ensure that all parties engaged in the Enterprise Fellowship make every reasonable effort to ensure that the Background and/or Foreground IPRs exploited in the course of the Enterprise Fellowship are used to the benefit of society and the economy.

### **Selection process**

11. The RSE will not accept applications from those applicants who have applied three times or more 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.
12. 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.
13. Shortlisted candidates will be called for interview. Candidates must be available to attend the interview, or they will not be considered. A remote interview will be considered depending on circumstances; however alternative interview dates cannot be requested.
14. If a material change in the applicant's circumstances should occur after submitting the application, please notify the Enterprise Team in writing or by email. Applicants are asked not to contact the Enterprise Team to enquire about the progress of specific applications.

### **Operation of the Enterprise Fellowship**

15. The salary will be within the scales for research staff in Higher Education Institutions, currently budgeted between £27,500 and £41,600.

Higher salaries may be considered where it is fully justified, and the Host Institution demonstrates a financial commitment to the Enterprise Fellowship. Please note that this will depend on circumstances and will need to be expressed within the Supporting Statement provided by the Commercialisation Office, TTO or equivalent at application stage (see Clause 17).

Overheads will not be paid and are at the expense of the Host Institution. Superannuation benefits will be covered, and salaries will be adjusted on occasion to account for nationally agreed pay settlements. Enterprise Fellows are encouraged to have a work-life balance and to take annual leave. Holiday pay will not, therefore, be provided if annual leave is not taken.

**a) Part-time option:** 50% part-time basis (up to 2 years). Available to all eligible researchers seeking to build on previously funded research (PhDs, PDRAs, Fellows, Lecturers, Professors etc.) Noting the salary level that can be requested through the scheme 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. There is some flexibility in how we support the salary of the Enterprise Fellows and we welcome similar approaches proposed by university finance/admin offices.

**16. Leave of absence:** In the event that a leave of absence is required the Enterprise Fellow should refer to their Host Institutions policies as this is where the employment contract resides. Enterprise Fellows should contact the RSE and their TTO to inform them of their requirements and, depending on the circumstances, further justification may be required in writing.

**17. Statement of Support:** from a Commercialisation Office, TTO or equivalent must be completed within each Application as significant attention is paid to this statement by the RSE during the Enterprise Fellows selection process. It relates specifically to the Enterprise Fellow's Commercial 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 Commercialisation Office, TTO or equivalent and consideration should be given to the points outlined in the application guidance throughout the Application Form. 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 the duration period of the Enterprise Fellowship and 6 months after the end date of the Enterprise Fellowship, an Exclusive Option to all IPRs relating to the technology under development by the Enterprise Fellow.

**18.** Enterprise Fellowships must be undertaken within an UK HEI (Higher Education Institution), apart from those funded by IBioIC, which must be based in Scotland. On conclusion of the Enterprise Fellowship, Enterprise Fellows must intend to register the Enterprise Fellow's Nominee within the UK for all funders, except IBioIC which must be within Scotland.

**19.** The award of Enterprise Fellowships will be made subject to the availability of funding.

**20.** Payment to the Host Institution to cover salary costs (including national insurance contributions, pension and apprenticeship levy) will be made in arrears on receipt of quarterly invoices. The quarter ends are 31 March, 30 June, 30 September and 31 December and invoices should be received within a month of the quarter end. Payment 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. 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).

21. The Enterprise Fellowship does not cover full economic costs.
22. Appropriate business development costs up to £5,000 will be reimbursed with further Additional Support Funds up to £5,000 available to an Enterprise Fellow on the production of a strong business case, an Additional Support Funds template will be provided for completion. The availability of the additional funds will require to be pre-approved by the funder after review. The Enterprise Fellow may be required to attend a meeting to explain the need for the additional funds. Additional funds may be provided for the Enterprise Fellow to attend the business training. Payments from these funds will be made in arrears directly to the Enterprise Fellow on receipt of the relevant claim form and receipts. It is recommended these claims are submitted monthly.

### **Requirements from successful applicants**

23. Upon receipt of the Enterprise Fellowship award and before the commencement of the Enterprise 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.
24. 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.
25. Whenever possible, the Host Institution's commercialisation office, TTO or equivalent representative may be invited to attend the six-monthly presentations of the Enterprise Fellow.
26. Successful applicants may be required to meet with the participating business training provider prior to the start of the Enterprise Fellowship. Enterprise Fellows are required to attend all the elements of the training and complete any requested assignments.
27. During the Enterprise Fellowship, Enterprise Fellows will provide quarterly reports (to a format provided by the RSE) to enable the RSE and the funders to monitor the progress of the Enterprise Fellowship, identifying the work that has been completed and specifying the work for the next quarter. Enterprise Fellows are required to give six-monthly presentations on their progress during the period of the Enterprise Fellowship.
28. The final quarterly report must be submitted within 4 weeks of the completion of the Enterprise Fellowship. The results of the project are reviewed by the RSE and the funder who act under confidentiality agreements. If necessary, further discussion may include the Host Institution's commercialisation office, TTO or equivalent and representatives of the RSE selection committee, all of whom will sign confidentiality agreements.
  - a) **Research Council Reporting:** Enterprise Fellows must assist with any additional reporting requirements throughout the whole lifetime of the Enterprise Fellowship (during and on completion). The Host Institution, investigators and their partners

must assist UKRI with any additional reporting and evaluation requirements requested by the Department for Business, Energy and Industrial Strategy (BEIS), and / or its partners. UKRI reserves the right to approach project partners and named end-users on funded Enterprise Fellowships to understand their benefits from the Enterprise Fellowship, and Enterprise Fellows will be expected to assist UKRI and BEIS with any other reporting requirements as required. Investigators must assist with any additional reporting requirements throughout the whole lifetime of the Enterprise Fellowship (during and on completion).

29. 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. Reminders will be sent from the RSE on an annual basis. It is a condition of this award that any transfer of IPRs 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 2018](#) (as updated on 8<sup>th</sup> July 2020 after Brexit) and their own Data Protection policies. Information collected for the purposes of the Enterprise Fellowships will be used as follows:

30. The funders of the Enterprise Fellowships will use information provided on the Application Form for processing the application, the award of any Enterprise Fellowship, and for the payment, maintenance and review of the application. This may include:
- Registration of applications.
  - Operation of application processing and management of information systems.
  - Preparation of material for use by referees and selection panel committees.
  - Administration, investigation and review of application.
  - Sharing application information on a strictly confidential basis with other funding organisation to seek contributions to the funding of applications.
  - Statistical analysis in relation to the evaluation of research and the study of trends.
  - Policy and strategy studies.
  - Economic impact.

- a) **Research Council funded Enterprise Fellowships only:** To meet the Councils of UKRI's obligations for public accountability and the dissemination of information, contents of research proposals may also be made available on the websites of the Councils of UKRI and other publicly available databases, including Gateway to Research, and in reports, documents and mailing lists.

After completion of the Enterprise Fellowship, the RC may contact the Enterprise Fellow concerning funding opportunities or events, or for the purposes of evaluation. In some instances, the RC may wish to authorise an affiliate organisation to contact the Enterprise Fellow on its behalf. It is assumed that, by agreeing to these terms and conditions, the Host Institution consents to this on behalf of the Enterprise Fellow, but if the Enterprise Fellow prefers not to be contacted in this way, he or she should state this to the RC. Enterprise Fellows may choose to opt out at any point, provided they comply with all other terms and conditions associated with the Enterprise Fellowship.

Applicants have the right to opt out if they do not wish their personal data or information that

could affect IPRs to be transferred to the databases, and can do so by advising RSE in writing, by writing to the Enterprise Officer.

### **State aid**

**31. Research Council funded Enterprise Fellowships only:** 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 always met.

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).

The UKRI will update their guidance on state aid in January 2021 with these Terms & Conditions updated to reflect these changes in due course. Any Enterprise Fellowship awarded in 2021 will adhere to the changes made.

**32. RSE funded Enterprise Fellowships only:** The support provided to Enterprise Fellows through the RSE is not considered de minimis State Aid.

### **Dispute resolution**

**33.** In the event of any dispute between the Enterprise Fellow and the Host Institution (including, those specifically arising in relation to Background IPRs or Foreground IPRs) 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 RSE or his/her nominee to determine how the matter should be resolved.

### **Other information pertaining to Research Council (RC) funded Enterprise Fellowships**

#### **34. Website and Publications**

RCs shall have the right to publish the amount of award offered, together and a brief description of projects receiving funding under the Collaboration Award scheme. Information on this award will be made available via the relevant RC website and may appear in publications as deemed appropriate by the RC.

#### **35. Freedom of Information Act and Environmental Information Regulations**

Attention is drawn to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations (EIRs). Councils of UKRI have issued Publication Schemes which set out the types of information publicly available on their websites or published as documents. In addition, Councils of UKRI have an obligation to respond to specific requests and may be required to disclose information about or

provided by Host Institutions. In some cases the Councils of UKRI may consult the Host Institution before disclosure, but it is under no obligation to do so. If a Host Institution considers that any information it provides to a RC would be subject to an exemption under FOIA or the EIRs it should clearly mark the information as such and provide an explanation of why it considers the exemption applies and for how long. The RC will consider this explanation before disclosure, but it is not obliged to accept it as binding.

Where a RC determines that a Host Institution is holding information on its behalf that it requires in order to comply with its obligations under FOIA or EIRs, the Host Institution undertakes to provide access to such information as soon as reasonably practicable on request of the RC and in any event within 5 working days.

### **36. Research Governance**

The Host Institution must follow the UKRI Policy and Guidelines on Governance of Good Research Conduct at: <https://www.ukri.org/about-us/policies-and-standards/research-integrity/>.

It is the responsibility of the Host Institution to ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project. Particular requirements are to ensure that all necessary permissions are obtained before the research begins, and that there is clarity of role and responsibility among the research team and with any collaborators. The Councils of UKRI expect research to be conducted in accordance with the highest standards of research integrity and research methodology.

### **37. Research Ethics**

The Host Institution is responsible for ensuring that ethical issues relating to the research project are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, among other things, relevant codes of practice, the involvement of human participants, tissue or data in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

### **38. Use of Animals in Research**

The Host Institution should follow the guidance set out in "Responsibility in the use of animals in bioscience research" at: <https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>.

Wherever possible, researchers must adopt procedures and techniques that avoid the use of animals. Where this is not possible, the research should be designed so that:

- The least sentient species with the appropriate physiology is used.
- The number of animals used is the minimum sufficient to provide adequate statistical power to answer the questions posed.
- The severity of procedures performed on animals is kept to a minimum.
- Experiments should be kept as short as possible. Appropriate anaesthesia, analgesia and humane end points should be used to minimise any pain and suffering.

The provisions of the Animals (Scientific Procedures) Act 1986, and any amendments, must be observed and all necessary licenses must have been obtained before any work requiring approval takes place.

### **39. Health and Safety**

The Host Institution is responsible for ensuring that a safe working environment is provided for all individuals associated with a research and commercialisation project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive. Appropriate care must be taken where researchers are working off-site. The Host Institution must satisfy itself that all reasonable health and safety factors are addressed.

The Councils of UKRI reserve the right to require the Host Institution to undertake a safety risk assessment in individual cases where health and safety is an issue, and to monitor and audit the actual arrangements made.

### **40. Misconduct and Conflicts of Interest**

The Host Institution is required to have in place procedures for governing good research practice, and for investigating and reporting unacceptable research conduct, that meet the requirements set out in the Concordat to Support Research Integrity (2012) <http://www.universitiesuk.ac.uk/highereducation/Pages/Theconcordattosupportresearchintegrity.aspx>

### **41. Inspection**

The RC reserves the right to have reasonable access to inspect the records and financial procedures associated with Enterprise Fellowships or to appoint any other body or individual for the purpose of such inspection. The Host Institution must, if required by the RC, provide a statement of account for the Enterprise Fellowship, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the Enterprise Fellowship terms and conditions.

Councils of UKRI will undertake periodic reviews of Host Institutions within the Funding Assurance Programme to seek assurance that Enterprise Fellowships are managed in accordance with the terms and conditions under which they are awarded.

Code of Conduct and Policy on the Governance of Good Research Conduct (2009) and any subsequent amendments. The Host Institution must on request provide information on its management of research integrity and ethics in response to the Councils of UKRI assurance questions, as described at: <http://www.rcuk.ac.uk/funding/researchintegrity/>.

The Host Institution must ensure that potential conflicts of interest in research are declared and subsequently managed.

### **42. Modern Slavery Act 2015**

The Host Institution acknowledges that as an organisation carrying out business in the UK it is required to comply all relevant safeguarding legislation, UKRI-STFC particularly draw your attention to child protection legislation and the Modern Slavery Act 2015.

The Host Institution will take steps to ensure its operations and supply chains are trafficking- and slavery-free, including without limitation imposing substantially similar obligations to those in this clause where it is permitted to subcontract its obligations under these Enterprise Fellowship terms so that multi-level supply chains are addressed.

The Host Institution further agrees that neither it nor any of its officers, employees, nor so far as it is aware any subcontractor or other persons associated with it, have been convicted of any offence involving slavery and human trafficking.

The Host Institution acknowledges and agrees that failure to comply with the Modern Slavery Act 2015 will constitute a breach of these terms and conditions of Enterprise Fellowship, and that a continuing breach of these terms and conditions of Enterprise Fellowship will entitle the RC to suspend pending remediation, or terminate Enterprise Fellowship payments. When requested by the RC, the Host Institution must supply a copy of its annual modern slavery and human trafficking statement.

### **Acceptance**

By signing the Application Form and accepting the Offer Letter, both the Host Institution and the Applicant for the Enterprise Fellowship award agree to be bound by these Terms & Conditions (as read alongside the application guidance throughout the Application Form). The RSE and the Funders shall be entitled to enforce these Terms & Conditions (as read alongside the application guidance throughout the Application Form).