

# Converge KickStart Programme 2020

## Terms & Conditions

Converge ("Converge") hosted by HERIOT-WATT UNIVERSITY, a Scottish charity registered under SC000278 and having its principal offices at Riccarton, Edinburgh EH14 4AS ("HWU") is running a competition entitled Converge KickStart Programme (the "Programme").

The purpose of the Programme is to support the establishment of new companies bringing to the market innovative ideas developed by the Scottish research community. The Programme consists of four (4) phases, culminating in the Competition. These phases are outlined on the Converge website (<http://www.convergechallenge.com>) by providing detail of what is expected of the Entrants at each phase and detailing the packages of support at each phase. Each winner is expected to use the prize awarded to grow the business idea.

### 1. Definitions

<b>Converge</b>	Means the Converge team, hosted by HWU, who manage the Converge Programme, Competition(s) and associated activities.
<b>Competition</b>	Means the competitive element of the Converge KickStart Programme.
<b>Entrant</b>	Means the individual or team entering the Converge KickStart Programme.
<b>External Judging Panel</b>	Means the panel appointed by Converge for the purpose of the selection of the finalists.
<b>Graduate</b>	Means any individual who has graduated from a Scottish University.
<b>HWU</b>	Means Heriot-Watt University, a Scottish charity registered under SC000278 and having its principal offices at Riccarton, Edinburgh, EH14 4AS who host Converge.
<b>Internal Judging Panel</b>	Means the panel appointed by Converge for the purpose of the initial assessment of the programme applications.
<b>Programme</b>	Means the range of activities, training, networking events, and the Competition that form Converge KickStart.
<b>Student</b>	Means any student that is currently matriculated at either a Scottish University or Scottish Research Institution.
<b>Staff</b>	Means any person that is currently employed by a Scottish University or Scottish Research Institution by a contract of employment.
<b>Terms &amp; Conditions</b>	Means these Terms & Conditions.

### 2. ELIGIBILITY. The Programme is open to:

- 2.1 All Staff and Students at any Scottish University or Scottish Research Institution. Students and Staff members should discuss their entry with their Supervisors, Principal Investigators or Commercialisation Teams and gain permission if the intellectual property is owned by the University/Research Institute or the project is directly linked to the applicants' research, employment or studies:
- 2.2 Recent graduates from any Scottish University or Scottish Research Institution (up to twenty-four (24) months after receipt of award at graduation prior to the application deadline);
- 2.3 Anyone who meets criteria 2.1 or 2.2 who has set up a company that has been dormant or non-trading are eligible to apply.

#### ADDITIONAL REQUIREMENTS:

- 2.4 Applicants must intend to establish and retain the headquarters of their businesses in Scotland.
  - 2.5 Applicants may only enter the Programme with the same idea a maximum of three times in total. After three entries, the idea becomes ineligible for any further entries.
  - 2.6 For Entrants in category 2.3 above, Converge shall decide, in its sole discretion, whether a company shall meet these criteria.
  - 2.7 Applicants must have the right to reside in the UK.
  - 2.8 Enterprising activity must not involve political campaigning or the advancement of religion.
  - 2.9 If the enterprising activity depends on having premises or land, applicants must already have a lease agreed.
3. JOINT/TEAM applications will be accepted. Only one member of the team must satisfy the condition of eligibility under Clause 2. One team member must be named as the lead Entrant and all other members of the team must be individually named. The lead Entrant will be the point of contact and the assumed prize winner (if applicable), unless

otherwise agreed. It is a requirement of the Programme that the lead Entrant should have a significant input in the generation of the business idea.

4. APPLICATIONS. Entrants must, before the advertised closing date, submit the application online at <http://www.convergechallenge.com> (the "Programme website") and complete each part of it fully. A brief, clear and convincing outline of the business idea on which the application is based shall be detailed. Applications which are not fully completed before the advertised closing date will not be accepted into the Programme.
5. The same business idea cannot be entered by a person both individually and as a member of a team.
6. Applications must be submitted via the Converge website. The CLOSING DATE for all applications is Tuesday 19 November 2019 at 12 NOON GMT. Late or incomplete applications will not be accepted.
7. Entrants must either own or have the right to use and to commercially exploit all INTELLECTUAL PROPERTY RIGHTS, including know-how, related to/involvement in the business idea on which they base their application.
8. Converge shall have the right to require any participant to the Programme to provide evidence of the right to use and to commercially exploit intellectual property rights referred to in Clause 7 above. Failure to provide such evidence may have a detrimental effect on the eligibility of the participant to progress into further phases of the Programme.
9. HWU shall have no responsibility for applications lost or delayed in transmission.
10. **PHASE 1: Assessment of Applications.** A panel constituted of representatives of Converge, HWU and external representative chosen by Converge (the "Internal Panel") shall evaluate the business ideas outlined in the applications. The Internal Panel shall select up to thirty (30) Entrants (the "Candidates") to progress to Phase 2 of the Programme.
11. **PHASE 2: Training.** The Candidates shall be invited to attend a 2-day training programme and 1-day business surgery in Edinburgh between Wednesday 8 January and Friday 10 January 2020.
12. **PHASE 3: Business Case and Video Pitch.** The Candidates will be asked to submit a 5-page Business Case and 1-minute Video Pitch by Thursday 30 January 2020. The template for the Business Case will be provided by Converge and submission will be via the Converge website.
13. Both the Business Case and Video Pitch will be reviewed by the Internal Panel and up to ten (10) projects will be shortlisted to pass to the External KickStart judging panel.
14. **PHASE 4:** The shortlisted KickStart Projects will be sent to an External KickStart Judging Panel constituted of external experts chosen by Converge and who will be bound by confidentiality obligations. The External Judges will select the two (2) winning Projects based on a combination of the business cases and live 1-minute pitches to be delivered at the KickStart Awards Ceremony on Wednesday 26 February 2020. The judges' decision is final.
15. Entrants or Candidates may not contact any member of the External Judging Panel in relation to the Competition. In the event of any unauthorised contact being made, immediate disqualification will result as will any attempt to influence the judging process.
16. In order for a Finalist to be eligible to be announced as winner, the Finalist must **confirm** via email his/her availability to attend the KickStart Awards Dinner to an email address of which the Finalist will be notified. Finalists can appoint representatives to attend the KickStart Awards and to accept the award on their behalf, on condition that Converge has previously been informed of such circumstance promptly and adequately.
17. In the event of a tied decision by the External Judges, the Chair of the Judging Panel will hold the casting vote to ensure that there will be a single first prize winner of Converge KickStart.
18. All dates related to the phases/events of the Programme and detailed in the present document are subject to change by Converge. Any change shall be made public through publication on the Converge Programme website.
19. All prizes are awarded at the discretion of the judging panel and all judging decisions are final and not subject to appeal. In the Event of a tied decision, the Chair of the panel will have the casting vote to ensure there is a clear first prize winner.
20. By accepting the prize, each winner AGREES to make themselves **available to participate in reasonable promotion or publicity** events during the upcoming year, including the launch of the 2021 Converge KickStart Programme.
21. There are two KickStart prizes consisting of a first prize grant of Ten Thousand Pounds Sterling (£10,000) and a runner-up prize of Five Thousand Pounds Sterling (£5,000). It is hoped that the prizes given to individuals will be used to progress the business idea.

22. The KickStart competition is designed to enable progress on to the main Converge Programme. Therefore, the winners of the KickStart Competition are automatically entitled to admission into the semi-final of either the Converge, Impact or Creative Challenge the following year provided they fulfil the following year's eligibility criteria and submit an application online. Automatic admission can also be deferred to a later year.
23. All payments will be managed by HWU. All prizes will be final and non-transferable. Payments shall be made by HWU to winners' bank accounts only. In order to be able to receive the payment of the cash prize, each winner must provide the HWU Finance Department bank account details for where the prize is to be deposited within 6 months of being notified of being a prize winner.
24. By entering the Programme, each Entrant acknowledges that the **names** of the winners and runners-up will be posted on the Converge website and published in promotional material regarding future editions of the Programme without any further prior notice. By entering the Programme each Entrant VOLUNTARILY AND WITHOUT COMPENSATION AUTHORISES such uses of their name for promotional and news purposes related to the Programme by Converge, HWU, sponsors of the Programme, funders of the Programme and any other party that Converge or HWU decides in its sole discretion, without further prior notice. An opportunity will be afforded for the winners to opt out of this publicity and promotion.
25. By entering the Programme each Entrant VOLUNTARILY AND WITHOUT COMPENSATION GIVES Converge and HWU PERMISSION to take and use their **photographs** and any **film footage** of them, including **voice recordings**, to be used by Converge and HWU in any reasonable manner it sees fit for the promotion of the Programme without further prior notice. Use shall include use by Converge, HWU, sponsors of the Programme, funders of the Programme and any other party that Converge decides in its sole discretion without further prior notice. An opportunity will be afforded for the winners to opt out of this publicity and promotion.
26. By entering the Programme each Entrant VOLUNTARILY AND WITHOUT COMPENSATION GIVES Converge and HWU PERMISSION for the non-confidential summary provided in the application form, to be used by HWU in any reasonable manner it sees fit for the promotion of the Programme without further prior notice. Use shall include use by Converge, HWU, sponsors of the Programme, funders of the Programme and any other party that Converge or HWU decides in its sole discretion without further prior notice. An opportunity will be afforded for the winners to opt out of this publicity and promotion.
27. Save for the provisions under Clauses 25, 26 and 27, Converge may collect and process the following data about the Entrants: name, e-mail address, address, telephone/mobile number, relationship to the University, photograph. PERSONAL DATA will be collected and processed for the purpose of the Programme. Personal data will not be sent to third parties different from the judging panels for the purpose of reaching a decision. Personal data will be processed and kept in accordance with the relevant provisions of the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) and HWU's Data Protection Policy. HWU's Data Protection Policy can be accessed at <http://www.hw.ac.uk/about/policies/data-protection.htm> and may be updated from time to time to reflect the current legislation in force at any given time, in particular to reflect the requirement of the General Data Protection Regulation ((EU) 2016/679).
28. The Entrant acknowledges that HWU is a public authority under the terms of the Freedom of Information (Scotland) Act 2002 and had statutory obligations for disclosure of certain information if requested. The HWU Freedom of Information Policy can be accessed at <http://www.hw.ac.uk/about/policies/foi.htm>.
29. All Entrants agree not to disclose any CONFIDENTIAL OR COMMERCIAL SENSITIVE INFORMATION obtained/disclosed to them throughout the duration of the Programme to any third party who is not subject to these same terms and conditions.
30. Information included in the applications, other than the non-confidential summary, will be kept confidential by Converge and HWU. It will not be used for purposes other than the Programme, without the prior written approval of the Entrant. Only a limited number of persons involved in the organisation of the Programme, including the judging panels, will have access to such information, strictly on a need-to-know basis.
31. Converge and HWU reserve the right to amend, alter or cancel the Programme without prior notice. Converge or HWU shall NOT be liable to any prospective Entrant nor to any participant to the Programme for any costs, expenses, loss and/or direct, indirect or consequential damages incurred or arising out the amendment, alteration or deletion of the Programme or its terms.
32. Converge reserves the right to amend or alter these Terms & Conditions.
33. The Programme is supported by a number of Scottish Universities and Converge reserves the right to disclose any information relating to the Programme, to the supporting Universities, who shall be bound by confidentiality requirements.
34. Converge reserves the right to disqualify any Entrant if they reasonably believe that the Entrant has breached any of these terms and conditions.

35. By submitting the application, the Entrant **ACKNOWLEDGES** that they have read the present Terms & Conditions and **WARRANTS** that all the information submitted in their application is true and accurate.
36. The Entrant shall procure that in entering the Programme they will comply with all applicable laws, regulations and statutes relating to anti-bribery including but not limited to the Bribery Act 2010.
37. This Programme and the terms and conditions are governed by Scots Law and subject to the jurisdiction of the Scottish courts.