THE UNIVERSITY OF NEWCASTLE UPON TYNE

CONDITIONS OF FOUNDERSHIP GRANTS
Introduction

**These terms and conditions relate to Founderships Grants.**

A Foundership is an innovation scholarship for graduates of the last 3 years. Founderships enable an innovative start-up experience for pre-revenue graduate entrepreneurs by which the University offers access to a comprehensive support package for 6 months, from September to February. Founders are supported to develop their business ideas, and to gain access to the resources they need to start a successful business with high growth potential (the “Scheme”).

Applications for Foundership may be considered from individuals who are at the time of application in their final year or who have graduated from the University within the previous 3 years.

A Foundership gives graduates the opportunity to work full-time on their business for 6 months and to showcase themselves and their business to potential investors and supporters. This is enabled by a financial stipend grant for living costs.

The Rise Up team will work alongside you to help you to meet your objectives by providing access to:
- coaches and advisers
- networks and community events
- boot camps, workshops and training activities
- co-working space
- grant funding for business development activities

Founders are required, in return, to:
- drive and take responsibility for their own development activities, to work hard and to iterate fast to make their passions a reality
- contribute to Rise Up activities, and to provide learning opportunities for their peers

A Foundership Grant is paid by the University of Newcastle upon Tyne (the “University”) to an individual.

The Award will only come into effect upon acceptance of the Offer Letter by the Founder(s). Offer letters are only open for acceptance by the Founder(s) within 4 working weeks of offer.

Newcastle University reserves the right to amend these terms and conditions.

Page 2 of 11
Contents

DEFINITIONS ................................................................................................................................................. 4
GC 1. ACCESS TO FACILITIES .................................................................................................................. 6
GC 2. PROJECT OBJECTIVES AND ACTIVITIES .................................................................................... 6
GC 3. DURATION ........................................................................................................................................ 6
GC 4. PROJECT PROGRESS ...................................................................................................................... 6
GC 5. STIPEND ............................................................................................................................................. 7
GC 6. DEVELOPMENT BUDGET ................................................................................................................ 8
GC 7. TERMINATION ................................................................................................................................. Error! Bookmark not defined.
GC 8. CONFIDENTIAL INFORMATION .................................................................................................... 8
GC 9. INTELLECTUAL PROPERTY RIGHTS .......................................................................................... 9
GC 10. STATUS AND TAX LIABILITIES ................................................................................................... 9
GC 11. INSURANCE ...................................................................................................................................... 9
GC 12. LIMITATION OF LIABILITY .......................................................................................................... 10
GC 13. SURVIVAL ....................................................................................................................................... 10
GC 14. SETTLEMENT OF DISPUTES ....................................................................................................... 10
GC 15. PUBLICATION AND ACKNOWLEDGEMENT OF SUPPORT .................................................. 10
GC 16. GENERAL ......................................................................................................................................... 10
DEFINITIONS

“Activities” means the activities to be undertaken by the Founder in pursuance of the Project.

“Award” means the making of the Grant following acceptance of the Offer Letter, and thereby these terms and conditions, by the Founder(s).

“Coach” means the member of Newcastle University staff, the name of whom shall be advised in the Offer of Founderships Grant letter.

“Development Grant” means that part of the Grant paid by the University to the Founder to undertake the milestones and objectives of their Project.

“Founder” or “Founders” means a recipient or recipients of a Grant under the Scheme.

“Grant” means the funding granted to the Founder(s) under the Award comprising the Stipend and the Development Grant.

“GC” means Grant Condition.

“Milestone” means a key achievement point in the Project achieved by pursuance of the Activities.

“Offer Letter” means a formal letter from the University making an offer of a Founderships Grant in response to an application to the Scheme.

“Principal Investigator” means the University appointed member of academic staff who shall have overall, day to day, management responsibility of “Founderships”.

“Project” means the project as outlined in the Founder’s application.

“Programme” means the Founder’s(s’) obligations to the terms and conditions of the Award and in particular to the achievement of the Activities, Milestones and Objectives and the demonstration of progress towards that achievement to the Coach(es).

“Statement of Progress” means the statement of progress produced in accordance with GC 4.

“Stipend” means that part of the Grant paid by the University to the Founders in support of their day to day living costs.

The GC headings are for convenience only and have no legal effect.

References to statutory provisions shall, where the context so admits or requires, be construed as including references to the corresponding provisions of any earlier statute (whether repealed or not) directly or indirectly amended, consolidated, extended or replaced by such provisions, or re-enacted in such provisions, or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating,
extending or replacing such provisions, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

By applying for a Foundership, applicants warrant that they meet the eligibility requirements as defined in the application process, or that their eligibility has been discussed with the Principle Investigator.
GC 1.  ACCESS TO FACILITIES

The University will provide reasonable access to its facilities to the Founder(s) for the duration of the Award and the Founder(s) undertakes to take all reasonable care when using said Facilities.

The University will grant the Founder(s) the status of Guest for the duration of the Award, subject to earlier termination.

The University will provide the Founder(s) with an on-campus work space for the duration of the Award appropriate, in the reasonable opinion of the University, to the carrying out of the Project.

For the duration of the Award the Founder(s) will have access to training and coaching resources (drawing on the principles of lean start up, pursuing customer and product development simultaneously).

Following acceptance of the Offer Letter by the Founder(s), The University shall provide the Founder(s) with contact details for the Principal Investigator.

GC 2.  PROJECT OBJECTIVES AND ACTIVITIES

The Founder(s) shall carry out the activities in accordance with the Project.

The Founder(s) shall agree a set of Project Objectives and associated Milestones and Activities, based upon the Project, with the Coaches prior to commencing the Project. These milestones will be reviewed regularly throughout the Foundership.

GC 3.  DURATION

The Project shall commence on and continue until (subject to earlier termination as provided in these grant terms and conditions) the date set out in the Offer of Founderships Grant.

GC 4.  PROJECT PROGRESS & TERMINATION

During the period of this Award the Founder(s) shall carry out the activities as described in his/her/their application to the University, and in accordance with the agreed milestones.

On request, and where appropriate, the Founder(s) shall share their experiences with others in support of wider University activities.

Unless agreed in writing with the Principle Investigator, the Founder(s) must devote full time to the Foundership.

The Founder(s) will not undertake any other major activities that would jeopardise the achievement of the Programme during the Foundership.

Page 6 of 11
The Founder(s) will attend regular coaching sessions with the Coaches at a location at the University to be agreed. These coaching sessions will take place on a weekly basis unless otherwise agreed between the Founder(s) and the Coaches.

Founders are responsible for reporting their progress against milestones to the Principle Investigator as required.

The regular coaching sessions will include an assessment of progress. The Founder(s) and the Coaches shall agree a Statement of Progress set against the agreed Project Objectives and associated Milestones and Activities. That Statement of Progress will be signed by the Founder(s) and the Coaches in recognition of being agreed.

Where defined and satisfactory progress against agreed milestones is not met, the Founderships Principle Investigator will terminate the Foundership Grants with immediate effect.

The University will give reasonable consideration to proposals made by the Founder(s) when supported by the Principle Investigator to amend the Project where such amendments are merited, based upon the progress and findings of the Project to that point in time.

The Principal Investigator will authorise the payment of the stipend and Development Grant upon satisfactory progress.

Where the Founder’s(s’) Project requires use of any Intellectual Property that is not owned by them, the Founder(s) shall ensure that an appropriate and adequate licence agreement is in place or established for the purposes of the Project.

The Founder(s) will not conduct any activity connected with the Foundership which could bring the University and/or the University’s good name into disrepute.

The Founder(s) shall not trade, or purport to trade, from the University’s premises or establish a company which has its registered address as that of the University.

The Founder(s) will participate in an ‘exit interview’ at the end of the Programme and will give open and honest feedback and evaluation.

The Founder(s) will present at Showcase events as required.

The University may terminate the Award with immediate effect by notice in writing should the Founder(s), in the reasonable opinion of the University, be in breach of these terms and conditions.

The University may terminate the Award should the Project, in the reasonable opinion of the University, progress beyond the early stages of developing the business idea as set out in the Project and upon which basis the Award is based.

The Founder(s) may terminate the Award on giving two weeks’ notice in writing.

GC 5. STIPEND

Page 7 of 11
The Stipend that shall be paid to the Founder(s) by the University shall be stated in the Offer letter.

The Stipend shall be deemed to be gross of any income tax liabilities and/or National Insurance or similar contributions.

Payment of the stipend will be conditional upon the Statement of Progress stating that progress has been satisfactory.

Stipend payments will only be paid to the personal bank account of the Founder(s).

Stipend payments will be made on the first working day of each month.

GC 6. DEVELOPMENT GRANT

The Development Grant that is available to the Founder(s) by the University shall be stated in the Offer letter.

The details of the eligible costs that may be charged to the Development Grant by the Founder(s) shall be agreed between the Founder(s) and the Principal Investigator.

Following written acceptance of the Offer Letter by the Founder, the Founder(s) shall receive an up-front payment of £1,500 from the Development Grant (“Up-Front Payment”). The Founder(s) shall report the use of this Up-Front Payment to the Principle Investigator. Further payments of the Development Grant, shall only be made once the Up-Front Payment has been spent.

The Development Grant is not an entitlement of Founderships. Each payment from the Development Grant will be conditional upon each Statement of Progress stating that progress has been satisfactory.

All payments subsequent to the Up-Front Payment shall be subject to the Founder(s) submitting requests to the University at their coaching sessions with the Coaches. Such requests shall be accompanied by a breakdown of cost. Following a request, the Founder will pitch to a funding panel, who will make a recommendation for approval to the Principle Investigator.

Release of funds will normally be two (2) weeks after the approval by the Principle Investigator.

GC 7. CONFIDENTIAL INFORMATION

The Founder(s) shall treat as secret and confidential all confidential information which they receive from the University, the Coaches and other Founders and will not use the confidential information themselves or disclose it to anyone else, except to another person who is involved in the activities of the Project.

The University undertakes to ensure that all Coaches enter into a confidentiality agreement with the University requiring them to treat as secret and confidential all confidential information which they receive from the Founder(s) and University.
This obligation will not apply to Confidential Information which is public knowledge or which is required to be disclosed by law.

The duration for which this grant condition shall apply shall be 5 years following termination of the Award.

**GC 8. INTELLECTUAL PROPERTY RIGHTS**

Founders must provide in writing a statement of ownership of any Intellectual Property associated with their Project on application to Founderships. An assessment of Intellectual Property Ownership will be carried out in relation to a Founders application.

Any Intellectual Property and Rights therein generated by the Founder(s) during the period of this Project will be owned by the Founder(s).

The Founder(s) shall not use the name, crest, logo or registered image of the University in a press release or promotional materials without the authorisation of the University.

**GC 9. STATUS AND TAX LIABILITIES**

The Founder(s) shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from the University. The Founder(s) shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of the Grant and for seeking advice about their own personal tax position in relation to any tax liability under self-assessment.

The Founder(s) shall indemnify and keep indemnified the University in respect of any claims that may be made by the relevant authorities against the University in respect of income tax or National Insurance or similar contributions relating to the Award.

**GC 10. INSURANCE**

The Founder(s) acknowledges that although the University has public liability in place for the University Campus, this does not cover claims against the Founder(s) for loss, injury or damage caused by the Founder(s).

During the term of the Award the Founder(s) shall at all times maintain their own professional indemnity and public liability insurance against all risks in relation to all activities they carry out under the Award, in accordance with normal business practice. Accordingly, for the purposes of the Award the Founder(s) shall:

(a) at the request of the University provide evidence of the terms of the Insurance policy and any renewals thereof; and

(b) shall make and thereafter progress any claim and shall pay to the University the proceeds received under such insurance policy in respect of any claims whatsoever against the University in connection to or arising out of the Activities.
GC 11. LIMITATION OF LIABILITY

The University does not accept any responsibility for any Activities carried out under, or pursuant to, this Award or any use which may be made of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given by the University in connection with them.

The liability of the University for any breach of the Award, or arising in any other way out of the subject matter of the Award, will not extend to loss of business or profit, or to any indirect or consequential damages or losses or exceed the value of the Award.

GC 12. SURVIVAL

GC 7 (Confidential Information), GC 8 (Intellectual Property Rights), GC 9 (Status and Tax Liabilities), GC 11 (Limitation of Liability), GC 12 (Survival) and GC 13 (Settlement of Disputes) and GC 14 (General), shall continue in force in accordance with their terms notwithstanding the expiry or termination of the Award.

GC 13. SETTLEMENT OF DISPUTES

The University and the Founder(s) shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or related to the Award. If the University and the Founder(s) are unable to reach a resolution within fourteen (14) days after one Party has notified the other of that issue, the University will refer the matter to the appropriate PVC for final determination within fourteen (14) days after the referral.

GC 14. PUBLICATION AND ACKNOWLEDGEMENT OF SUPPORT

Publications and other forms of media communication, including media appearances and press releases, must acknowledge the support received from Newcastle University, quoting the Founderships Grant as appropriate. This acknowledgement should take the form “This work was supported by Newcastle University’s Rise Up Founderships Grant”

GC 15. GENERAL

Except as expressly provided in the Award, nothing in the Award shall confer or purport to confer on a third party any benefit or any right to enforce any term of the Award.

If any provision or part of any provision of these terms and conditions is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from these terms and conditions and the remaining provisions or parts of the provision shall continue to full force and effect.

These terms and conditions represents the entire agreement between the University and the Founder(s) relating to the Foundership and shall supersede all representations, agreements, statements and understandings prior to the date of the Award whether oral or

Page 10 of 11
in writing other than those representations, agreements, statements and understanding which have been expressly incorporated into the Award.

These terms and conditions shall be governed and construed in all respects in accordance with the Laws of England and Wales. All matters relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.