BioAccelerate 2022 | Terms and Conditions

Participation

- 1. BioAccelerate is a programme of business support open to entrepreneurs and businesses in the sectors detailed in the application form.
- 2. Applications to the BioAccelerate programme will be invited via an open call using an online application process.
- 3. Participants will be eligible for the programme if they are or can evidence that they will be operating in Ceredigion by the end of the programme.
- 4. Selection for participation in the BioAccelerate programme is determined by an independent, expert panel of judges via a scoring system based on merit.
- 5. Participation in the BioAccelerate programme will not be construed as creating a partnership, joint venture, employment, or agency relationship.
- 6. AberInnovation reserves the right, at its sole discretion, to terminate participant access to the BioAccelerate programme and the related services or any portion thereof at any time.

Funding

- 7. BioAccelerate Support Packages ('BioSPs') will be awarded to a subset of programme participants based on their performance at a 'pitching event' where they will be selected by an expert, independent panel and based on scoring against set criteria.
- 8. AberInnovation has the right to withdraw any of the support offered, including general BioAccelerate programme delivery and BioSPs, if any of the sponsors or funders of BioAccelerate withdraw their support.
- 9. AberInnovation retains the right to, at any time and notwithstanding prior written or oral understanding, grant, suspend, deny or withdraw BioSP awards from any recipient.
- 10. BioSP awards will be comprised of in-kind and cash support.
- 11. BioSP awards will be given under specific and additional terms* and conditions which will be agreed between recipients and AberInnovation at the time of award and may be subject to change.
- 12. 12. *In summary, BioSP awards will be awarded as a subsidy in line with the provisions of the EU-UK Trade and Cooperation agreement. Recipients will be required to use the BioSP awards solely for research and development activities at AberInnovation facilities and for business growth activities of their incorporated business and under the name of that incorporated business. Recipients will be required to document their spending activities under a BioSP award to evidence appropriate administration of funds to AberInnovation upon request. Ineligible expenses will include personal items, personal travel, subsistence and other expenses unrelated to their named incorporated business.

Confidentiality

- 13. AberInnovation respects the privacy of the BioAccelerate participants and will not disclose any information they provide.
- 14. As a condition of participating in BioAccelerate participants agree to respect the privacy of other BioAccelerate participants and to respect AberInnovation's confidential information.
- 15. Participants are under no obligation at any point during the BioAccelerate programme to divulge confidential information concerning their idea or company.

Intellectual Property

16. BioAccelerate participants retain all IP rights concerning their proposed idea, pending other agreements entered into voluntarily and outside the BioAccelerate programme.

- 17. AberInnovation owns the information and materials delivered during the BioAccelerate programme.
- 18. By posting, uploading, inputting, providing, or submitting information or materials during the BioAccelerate programme participants are granting AberInnovation permission to use the information or materials in connection with programme.

Warranties

- 19. AberInnovation makes no warranties, express or implied, regarding the performance or operation of the BioAccelerate programme.
- 20. AberInnovation further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the BioAccelerate programme.

Limitation of Liability and Indemnification

- 21. AberInnovation is absolved of all liability or loss that BioAccelerate participants might suffer or incur as a result of inclusion in BioAccelerate activities.
- 22. BioAccelerate participants will agree to indemnify, defend, and hold harmless AberInnovation, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses relating to or arising out of their participation in the BioAccelerate programme.

Force Majeure

23. AberInnovation shall not be liable or responsible nor be deemed to have defaulted or breached its agreement with BioAccelerate participants for any failure or delay in the BioAccelerate programme caused by or resulting from acts or circumstances beyond the reasonable control of AberInnovation including and without limitation to acts of God or natural disasters or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Contact:

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