



5G Innovation Challenge

Terms and Conditions

The Digital Health & Care Innovation Centre – Scotland (DHI) and the Scotland 5G Centre (S5GC) is seeking to support the development and delivery of product and service innovation in the health & social care sector. One of the mechanisms to achieving this is through the delivery of an Innovation Challenge. This is an open and easy to enter process where innovative and ambitious companies offer to provide a potential solution to a challenge placed by DHI & S5GC.

The promoter is the Digital Health & Care Innovation Centre, hosted by University of Strathclyde, incorporated by Royal Charter, a Scottish charity (charity number SC015263), and having its principal office at 16 Richmond Street, Glasgow, G1 1XQ.

Terms and Conditions

1. The title of the challenge is the Rural Digital Health & Social Care 5G Innovation Challenge (the “challenge”). Abbreviated title “DHI 5G Innovation Challenge”
2. Entry in the challenge signifies acceptance of these terms and conditions (“T&Cs” and each a “T&C”).
3. The DHI 5G Innovation Challenge is free to enter and opens on in June 2024.
4. The DHI 5G Innovation Challenge is open to all organisations incorporated and/or operating in the UK only (collectively “eligible participants”).
5. Valid entries by those who have entered the challenge (“eligible participants”) will be considered and assessed by a selection panel. Selection of successful participants is entirely at the panel’s discretion.
6. Eligible participants may submit more than 1 entry but may not submit more than 1 entry relating to the same project.

7. Entries which are not made in accordance with the guidance will not be valid.
8. The lead participant (as defined in the guidance) for each of the successful valid entries at stage 1 (Expression of Interest) (“successful stage 1 participants”) and stage 2 (Full Proposal) (“successful stage 2 participants”) will be notified by email.
9. Successful stage 1 participants will be invited to participate in stage 2 of the challenge, as outlined.
10. Without prejudice to T&C 11, participants may be invited, at DHI’s discretion, to enter into discussions with DHI with a view to agreeing specific bilateral contracts for developing a feasibility study or on-site trial.
11. Notwithstanding T&C 12 above, DHI is under no obligation to develop feasibility studies, on-site trials or enter any other further arrangements or discussions with participants. Nor does it make any guarantees, warranties, or representations as to the likely success of participants’ projects in the market.
12. All implied conditions, warranties, representations, and other terms whether by statute, common law or otherwise are excluded to the fullest extent permitted by law.
13. DHI may wish to invite successful participants to participate in post-event publicity, including photographs.
14. DHI accepts no liability for entries, or any other correspondence lost, damaged, corrupted, or otherwise harmed in transit or whilst in the possession of DHI.
15. Title to all Intellectual Property Rights (“IPR”) in the valid entries by eligible participants will vest in the eligible participant(s) until the outcome of stage 2 of the challenge is communicated, after which DHI and the successful stage 2 participants will enter into further discussions regarding existing and future IPR as part of the process for developing either a feasibility study and/or on-site trial, all as set out in condition 12 above.
16. Title to all IPR in the information shared with participants by DHI shall remain vested in DHI. DHI does not grant any licence, right, title or interest in respect of any IPR.
17. By entering the challenge, participants undertake to comply with the export control and sanctions rules and agree that they alone are responsible for ensuring their compliance with the export control and sanctions rules. Further information and guidance surrounding participants’ export control obligations can be found on the UK Government GOV.uk website.
18. Participants shall not issue or cause to be issued any publicity or advertising relating to the DHI innovation challenge without the prior written consent of DHI.

19. Participants shall comply with all relevant DHI rules and procedures or those of the site's owners when conducting work on premises used for any real world trials associated with the innovation challenge.
20. DHI reserves the right to refuse entry to or disqualify anyone in breach of these T&Cs.
21. DHI may cancel all or any part of this challenge at any time without notice or liability.
22. The DHI innovation challenge will be administered by the Digital Health & Care Innovation Centre Scotland. The decision in respect of any aspect of the DHI innovation challenge is final and binding and no correspondence will be entered into about it.
23. You must also meet any conditions set out in the Award Letter where they are to be satisfied before any Grant is paid
24. Please do not enter if any of these T&Cs are unacceptable.
25. In the event of any conflict between these T&Cs and any other document or discussion relevant to the challenge (including but not limited to the guidance), these conditions shall apply unless expressly stated otherwise (for example within the Award Letter).
26. DHI will seek to obtain written confirmation from each beneficiary that the support provided by DHI, taken together with any other subsidies received by the recipient, will not take the recipient above the £315,000 Minimal Financial Assistance threshold over the applicable 3 year period. DHI reserves the right to recover the value of any support given where required to do so, in order to comply with any subsidy control law or regulation.
27. DHI accepts no responsibility for any use by a participant of any deliverables nor for any reliance placed by a participant on any advice or information given.
28. Participants acknowledge and agree that all awards offered as part of this competition challenge are entirely discretionary and subject to the sole discretion of the organising entity, DHI. Participants further understand and accept that decisions regarding the allocation, distribution, or withholding of awards are final and binding. There shall be no recourse, complaint, or appeal process available to challenge or contest any decision made by the organisers regarding these awards. However, where possible feedback will be provided.

**If you require further information or guidance, please contact: Karim Mahmoud
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