SVIP Participant Eligibility and Program Rules Document

Rocket Innovation (RI) is the entity providing all investment funds, and is the organizer of this program. RI will invest up to $20,000 in the venture, and will have one seat on the Board of Directors. Investments will be made in ventures that RI believes can become successful operating businesses with the potential to grow to a significant size. Any proposal deemed to not be aligned with this requirement will not be considered.

Participant Eligibility:

Eligible Students: All current UT undergraduate and graduate students are eligible for the award as are UT graduates within the first year of their graduation date. All applicants must complete and sign this “Eligibility Requirement Document”. Individuals may not be on more than one team per year that applies for funding through the SVIP program.

Eligible Business: Students may submit an application for support, but awards will not be distributed until an Ohio business with at least 50% student ownership has been established. Financial assistance in establishing the business may be provided by LaunchPad Incubation or NextTech.

Eligible Business Areas: The program is to support disruptive technology entrepreneurship. Projects that are focused only on research will not qualify. Availability of intellectual property protection is encouraged but not required. Technologies in physical, medical, and engineering sciences, mathematics, computer science, information technology and selected areas in education and business are eligible.

Investment: Investments will be in the form of convertible debt that shall be carried at 12% annually.

Applicants are not eligible for the SVIP if they have already received more than $50,000 in outside financing in the form of equity or debt, or have had revenue in the past 12 months in excess of $250,000.

After an application is submitted to the SVIP, it is expected that modifications, pivots and changes will occur as applicants’ progress through the Customer Discovery process and refine their business model. Once the due diligence process begins, as announced by RI, no additional modifications to the submission can be made.

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All submissions to the SVIP must be the original work of the applicants. Concerning Intellectual Property involved in the submission, applicants must own or have the right to use that Intellectual property as part of their venture. Should an investment be made Applicants agree to:

1. Take steps to protect and preserve current or future intellectual property contained in the venture.
2. Have all participants assign their rights to the Intellectual property to the venture, including by having all individuals involved in the venture sign an intellectual property assignment or work product agreement and a non-compete agreement.
3. Establish in the venture’s operating agreement or bylaws a procedure to keep any and all IP as the property of the venture should any team member leave or the venture, or if members choose to cease operating the venture themselves.

Program Rules:

Rocket Innovations will provide the initial investment funds and receive any “Return On Investment” it is entitled to as a result of the ownership it receives in any funded venture. Investments will only be made in legal and for-profit businesses, and not sole proprietorships.

Applicant represents that any information it provides or proposes as a result of participation in the SVIP is original work of Applicant, and does not violate any copyright or trademark or Intellectual Property of others. Applications also represents that any website and URL registration used in the submission is solely owned by applicant.

Investment funds can only be used for actions and activities as outlined in the business plan to which the investment is made.

RI will not provide tax or legal advice to applicants or to the venture in which an investment is made. Applicant agrees to hold RI and UT harmless from any acts or omissions that occur as a result of applicant’s participation in the SVIP. RI is not responsible and is held harmless from any acts or omissions from third parties that become connected as stakeholders, advisors, or consultants to the venture

Applicants, exclusive of the ownership of RI, are solely responsible for:

1. Their own actions, omissions, conduct and management of the venture.
2. Being responsible for connecting and consulting with, at their own expense, various advisors and professionals for services, including but not limited to those related to legal, accounting, and tax matters.
3. Determining and complying with all state, federal and local regulations and laws, including those related to paying taxes of all kinds.
4. Meeting milestones as described in the investment document. Failure to achieve these milestones could lead to the forfeiture of applicant’s interest in the venture.

Applicant agrees that RI and UT can use Applicants name, and the name and subsequent names of the venture for marketing in any and all media. Applicant cannot use any name, logo or trademark of UT or RI without the prior written approval of UT or RI.

Acknowledged by each team member.

Please do not leave any blank lines. Use “N/A” to indicate that which does not apply.

Venture/Team Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Funding:

☐ I/we confirm that the venture named above has NOT received more than $50,000 in outside or institutional funding, including contests, grants, friends and family, bank loans, etc.

☐ I/we confirm that the venture named above has NOT generated revenue in excess of $250,000 within the past 12 months.

**Print Full Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Role/Title in Venture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

☐ Current Student ☐ Student within 1 year of graduation

UT School/College: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UT Program/Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Degree: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Graduation Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Print Full Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Role/Title in Venture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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UT Program/Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Degree: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Graduation Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_