



SBRI Competition – Fusion Industry Challenges

Supplier Clarification Questions

This document should be read in conjunction with the guidance provided in SBRI Competition FAQs and UKAEA Fusion Innovation Challenges - Supplier FAQ

- 1. Can you please clarify the level of funding? Is that 100%?**
This will be 100% funded at the commercial offering you put forward if successful. Providing this does not exceed £200,000 inclusive of VAT.
- 2. What is the length of the project? On the site, under who can apply, it says projects should last between 3 to 6 months. Scrolling further down, under funding says up to £1M could be allocated to each contract to develop a prototype and undertake field testing for up to 18 months. Can you please tell me which one is it for phase 2?**
Phase 1 projects, which is what this current challenge advert is for should run for no longer than 6 months.
Phase 2 will be for funding up to £1m and will run for no longer than 18 months. Phase 2 may not be until Q3/4 of 2023 if the Authority does decide to proceed. The total fund pool for Phase 2 is to be established. £12m is total funding for all challenges for Phase 1 & 2, we had one last year for Hydrogen Isotopes and Digital thread.
For Phase 1 projects, which is what you are looking at currently, it must not exceed £200k inclusive of VAT. If you have been awarded a contract for Phase 1 and have completed the contract successfully, then you will be invited to the competition for Phase 2.
- 3. Would a later start date be possible (e.g., 1st October)?**
We anticipate to award and be in contract by 1 September 2022. However, if in your proposed project timetable, you want to have the kick-off meeting 1st October 2022. Providing your project deliverables are all met by 31st Mar 2023 (no more than 6 months), then this isn't a problem.
- 4. Is there a restriction of the opportunities an entity can submit?**
No, you can submit multiple applications to the challenges.
- 5. The contract length seems very tight to achieve our idea, already the lead times for certain components will be longer. Is there a possibility to extend the duration of the project phase 1? Or is phase one just the conceptual concept which is then investigated further in phase 2?**
At this stage it should only be a feasibility study. Prototype work should be targeted for phase 2/3, which will not be until Q3/4 of 2023 if there is a decision to proceed.

6. We are looking to submit to this proposal, but would like some guidance as to where IP rights sit?

Ownership of and rights to intellectual property are covered by clauses in the contract. Typically, intellectual property rights are retained by the applicant although certain rights of usage may be applied by the funding authority including royalty-free, non-exclusive licence rights and the right to require licenses to third parties, at a fair market price. Further detail on the specifics can be found on the challenge link once registered.

7. We are interested in areas within Theme 2, how would the outputs of work from the challenge tie into the existing and ongoing work? For example, if a team was to win a contract for Phase 1 breeder material challenge, would this be separate from the ongoing work of the UKAEA 1st wall and blanket team, or would the data be made available?

As stated in the zoom brief event, the Fusion Industry Challenges are looking for innovate ideas for the manufacture of tritium breeder and neutron shielding materials. These ideas do not have to be linked to breeder or shield designs in current programmes. We welcome proposals that include new materials and technologies, as long as there is a technical basis linking them to the challenges in the call (i.e. manufacture of tritium breeding materials). There is no explicate link between the Fusion Industry Challenges and other UKAEA programmes.

8. We are looking to balance that risk against the benefits of the Contract consequently we require a cap on our overall liability to be incorporated into the contract.

The terms and conditions are fixed and align with the SBRI requirements. Any deviations from the terms in bid submissions will be deemed as non-compliant.

9. Could we have access to the briefing event presentation?

<https://ukaea.maglr.com/fusion-industry-challenges-2022-launch-event/slides>

10. How is background IP protected from any sub-licensed user, where this is necessitated to make use of the foreground IP?

Clause 17.2 requires the Contractor to provide the non-exclusive non-sublicensable Background IP licence; it is up to the Contractor and third party to set fair and reasonable terms.

11. Where data and results arising from the project would result in background IP/Know-how being exposed to third parties where they shared, how is this protected against within the clause?

The Authority may or may not publish Data. In any case, the Contractor should only share with the Authority Data with which the Contractor is content to be published.

12. The question is how we can apply:

- In the information regarding the funding competition, it is stated under eligibility that the applicant can be based in UK
- Also stated is: 'Subcontracting is encouraged where it will improve the proposal'
- Under scope, it is stated that the solution must be developed in the UK for use within the UK.
- Finally, under supporting information it is stated that we can be from within the European Union.

How shall I interpret the information? It is OK to be based outside of UK, but the solution must be developed within the UK?

Can we apply but, for example, have a university do the materials development?

If your company is going to lead the project a UK registration or registered office is needed.

If this requirement is met, then the company is more than welcome to participate even if is an EU based company.

In that case subcontractors are not obligated to have a UK registration or registered office.