

Kenya Industry and Entrepreneurship Project (KIEP) – Startup Savanna

REF. NO. KE-SDII-71153-CS-QBS

Startup Savanna TERMS AND CONDITIONS

April 2021



Startup Savanna terms and conditions

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Basic information

Name of implementing organisation	Ministry of Industrialisation, Trade and Enterprise Development
Project name	Kenya Industry and Entrepreneurship Project (KIEP) – International Acceleration Process (Startup Savanna)
Project start date and end date	4 August 2020 – 31 July 2024
Project number	REF. NO. KE-SDII-71153-CS-QBS
Objective	(a) Design a series of activities to strengthen access to international resources for Kenyan Startups; (b) Develop a network of potential beneficiaries through new and existing channels; (c) Design and implement a brand image campaign for the Kenyan ecosystem to support and reinforce (a) and (b), (d) Establish criteria for participation and (e) Manage the execution of selection and operations, as needed.

Startup Savanna beneficiary recruitment and selection process

Date last updated: 19th April 2021

The following Terms and Conditions will apply between You (“**Beneficiary**” or “**You**”) and Startup Savanna (“**we**”, or “**us**”).

Definitions

Startup Savanna means the International Acceleration process a sub-component under component 1 of The Kenya Industry and Entrepreneurship Project funded by the [World Bank Group](#) and implemented by the Ministry of Industrialization, Trade and Enterprise Development (MoITED). Led by [GrowthAfrica](#), in partnership with [Nairobi Garage](#) and [ANDE](#) as the implementing consulting firm.

You or ‘the’ applicant’ means the business/ startup applying for the International Acceleration Process suite of activities.

Introduction

1. By submitting your application, you agree to these terms and conditions.
2. Applications must comply with these terms and conditions to be valid and accepted.
 - a. Period to apply: Applications are open and will be evaluated on a continuous basis and minimum twice annually. The effective last date to receive any process registration is 31st April 2024.

Who can apply

Enterprises/ventures meeting the following criteria shall be considered.

- Duly incorporated enterprises in Kenya
- Is the problem that the company is solving clear? Is there passion behind the business?
- Is the business unique, does it have a clear competitive advantage?
- Is the business scalable in the target market?
- Having a core team of at least 4 members with relevant and diverse skills

How to submit your application

1. Applicants must complete and submit the application form available on the website portal.
2. Applications that do not comply with these terms and conditions are invalid and will not be accepted.

Selection of successful applicants

1. An evaluation panel comprising of Startup Savanna and Industry experts (Evaluation Panel) will assess all applications against the evaluation criteria determined by Startup Savanna in its sole discretion.
2. Shortlisted applicants will be invited to attend a second-round evaluation process. Details of the second-round evaluation process will be given to shortlisted applicants at that time.
3. Unsuccessful applicants will be linked to relevant ecosystem support resources
4. The Evaluation Panel’s decision will be final, and no correspondence will be entered into. Startup Savanna will not disclose any details regarding the Evaluation Panel’s assessment of applications except where required to do so by law

The Process

Startup Savanna agrees to provide you with access to a suite of activities to support internationalisation and provide technical support to your business. As a condition of participating in Startup Savanna activities, you agree to be bound by and to abide by all policies and procedures set out in this agreement, including those incorporated by reference.

As part of the process, the Startup Savanna shall provide the following to the beneficiary.

- **Access to international events and conferences** for knowledge sharing and networking opportunities pitching opportunities, access to global markets and benchmarking
- **Linkage to international experts and mentors** to support innovation, technical and business improvement

- **Access to international accelerators and incubators** for business development support, financing and networks
- **Access to international investors** as sources of growth capital for Kenyan startups and matchmaking
- **Access to international corporates, startup associations, and research institutions** for partnerships and market expansion opportunities

Terms of Use, Privacy Policy, & Disclaimer

1. Startup Savanna's Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this agreement, each of those agreements and policies shall apply fully to your participation in the process. In the event of a conflict between any of those policies and this agreement, this agreement shall govern.

Nature of The Relationship

2. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Startup Savanna is agreeing only to provide the beneficiary with access to the process, which provides education and information. The information contained in the process, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

Fees

3. It is free to register and access Startup Savanna suite of activities.
4. Featured events, conferences, trainings, courses and process on the Startup Savanna platform may have fees payable to the organisers or organisations implementing the activities. This will be governed and entered into as separate agreements between the beneficiary and the support providing organisation.

Intellectual property rights

5. You will retain any intellectual property rights in your application.
6. You grant Startup Savanna a perpetual, irrevocable, worldwide, royalty and payment free, transferable, sub-licensable right to exercise all of the intellectual property rights in your application for the purpose of assessing your application and conducting the application process.
7. You warrant that you have the right to grant the licences described above and do not infringe the intellectual property rights of any other person.
8. You hereby indemnify Startup Savanna against any third-party liabilities, claims, costs, expenses (including legal costs), loss or damage incurred by Startup Savanna as a result of your breaching the above clause 7.

Privacy

9. The information you provide in your application will be used by Startup Savanna for the purpose of conducting the application process and may also be used for the purposes specified in the Startup Savanna's privacy policy. Startup Savanna's privacy policy is available on Startup Savanna's website:
10. Startup Savanna may disclose your personal information to companies and agencies connected with the International Acceleration Process, for the purposes of carrying out the process.

Limitation of liability

11. Except for any liability that cannot be excluded by law, Startup Savanna (including its officers, employees and agents) will not be liable for any loss or damage whatsoever that is suffered or sustained (including but not limited to indirect or consequential loss) or for any death, illness, personal injury or property damage suffered or sustained (even caused by negligence), as a result of, or in any way connected with, this application process.
12. To the extent permitted by law, you agree to release, fully indemnify and keep fully indemnified, Startup Savanna (including its officers, employees and agents) from and against all liability, cost, loss, damage, expense, claim or other rights of action arising out of, or in connection with, the application process.
13. Startup Savanna accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected applications, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. Startup Savanna have no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

Miscellaneous

14. You are responsible for obtaining your own independent legal and financial advice regarding these terms and conditions.
15. Startup Savanna reserves the right to amend these conditions at any time. If any changes are made, Startup Savanna will notify the public via its website.
16. These terms and conditions will be construed according to the laws of Kenya and applicants submit to the exclusive jurisdiction of the courts of that Kenya.
17. Including” is not a word of limitation.
18. A reference to a person includes an individual, a firm, a body corporate, a partnership and an unincorporated association.
19. Failure by Startup Savanna to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.
21. A word importing the singular includes the plural (and vice versa).
22. If any of these terms are held to be invalid, unenforceable or illegal for any reason, the remaining terms shall nevertheless continue in full force.
23. Nothing in these terms and conditions is to be interpreted against Startup Savanna solely on the grounds that Startup Savanna put forward these terms and conditions or any part of them.

